# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, July 06, 2015
5:30 p.m.

Created 7/1/2015 12:34 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, July 06, 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 03, 2015)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

July 06, 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 June 15, 2015, City Council meeting. **Motion**
8. Consideration of approval of the Mayor's appointment of John J. Curran to the Civil Service Commission for a six-year term expiring June 2021. **Motion**
9. Consideration of approval of the Mayor's appointment of Diana Rizzo to the Housing Agency Board of Directors for a five-year term expiring June 2020. **Motion**
10. Consideration of approval of a Special Designated Liquor License for Fifth Street Tavern to serve beer, wine and distilled spirits in an outdoor beer garden at 500 West Norfolk Avenue from 1 p.m. to 1 a.m. on July 24, 2015. **Motion**

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|---|---|---|
| 11. | Consideration of approval of a Special Designated Liquor License for the Norfolk Area Chamber of Commerce Foundation to serve beer and wine at the Norfolk Area Chamber of Commerce (back parking lot), 609 W Norfolk Avenue, on September 25, 2015 from 4:00 p.m. to 1:00 a.m., and on September 26, 2015 from 12:00 noon to 1:00 a.m., in a beer garden. | **Motion** |
| 12. | Consideration of a Special Designated Liquor License for Sacred Heart Church, 204 South 5th Street, to serve beer and wine at an annual All-School Reunion Reception at Sacred Heart Parish Center, 2301 West Madison Avenue, on Friday, July 31, 2015 from 5:00 p.m. to 11:59 p.m. | **Motion** |
| 13. | Consideration of approval to advertise for proposals to replace the roof of the Street Division's main (north) building located at 1010 S. 8th Street. | **Motion** |
| 14. | Consideration of approval of Resolution No. 2015-16 authorizing the Mayor to execute an agreement between the State of Nebraska Department of Roads and the City providing for relocation of utilities along Nebraska Department of Roads Project No. 275-5(143) located at 37th Street and Highway 275. | **Resolution 2015-16** |
| 15. | Consideration of Lease Agreement between the City and Downtown Norfolk Association wherein Downtown is leasing from the City green space at the northeast corner of 7th Street and Norfolk Avenue for the purpose of erecting an electronic sign with LED message display capabilities. | **Motion** |
| 16. | Consideration of Agreement between Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska (VPD) and Downtown Norfolk Association (Downtown) wherein VPD will lease advertising time on Downtown’s electronic sign that is to be placed on leased City property. | **Motion** |
| 17. | Consideration of approval of Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska's Electronic Sign Information and Policy as prepared by the Vehicle Parking District Advisory Board. | **Motion** |
| 18. | Consideration of approval of all bills on file. | **Motion** |

SPECIAL PRESENTATIONS

19. Townhall meeting to receive comments on the Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2016.

PUBLIC HEARINGS AND RELATED ACTION

20. Public hearing at the request of Ewin Properties, L.L.C. for an amendment to the Comprehensive Plan from industrial to commercial at 1115 Bonita Drive.

| | | |
|---|---|---|
| 21. | Consideration of Ordinance No. 5351 amending the Comprehensive Plan from industrial to commercial at 1115 Bonita Drive. | **Ordinance No. 5351** |

22. Public hearing at the request of Ewin Properties, L.L.C. for a zone change from R-M (Mobile Home) to C-3 (Service Commercial) at 1115 Bonita Drive.

23. Consideration of Ordinance No. 5352 approving the zone change from R-M (Mobile Home) to C-3 (Service Commercial) at 1115 Bonita Drive at the request of Ewin Properties, L.L.C. **Ordinance No. 5352**

24. Public hearing to discuss use of keno-type lottery proceeds for community betterment purposes.

25. Consideration of Resolution No. 2015-17 directing the use of keno-type lottery proceeds to be used for community betterment purposes. **Resolution 2015-17**

26. Consideration of a Memorandum of Understanding with the Norfolk Area Chamber of Commerce Foundation providing for partial funding of the NORFOLK 150 celebration to be held in 2016. **Motion**

REGULAR AGENDA

27. Consideration of approval of Ordinance No. 5349 annexing a tract of land generally located north of Walters' East Knolls Tenth Addition recently platted as Walters' East Knolls 11th Addition, which passed on first reading at the June 15, 2015 City Council meeting. **Ordinance No. 5349**

28. Consideration of Resolution No. 2015-18 approving the final plat and subdivision agreement for Ewin Properties, L.L.C. **Resolution 2015-18**

29. June sales tax report (April sales)

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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

July 06, 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 June 15, 2015, City Council meeting. **Motion**

   See Enclosure 7.

8. Consideration of approval of the Mayor's appointment of John J. Curran to the Civil Service Commission for a six-year term expiring June 2021. **Motion**

   See Enclosure 8.

9. Consideration of approval of the Mayor's appointment of Diana Rizzo to the Housing Agency Board of Directors for a five-year term expiring June 2020. **Motion**

10. Consideration of approval of a Special Designated Liquor License for Fifth Street Tavern to serve beer, wine and distilled spirits in an outdoor beer garden at 500 West Norfolk Avenue from 1 p.m. to 1 a.m. on July 24, 2015. **Motion**

    See Enclosure 10.

11. Consideration of approval of a Special Designated Liquor License for the Norfolk Area Chamber of Commerce Foundation to serve beer and wine at the Norfolk Area Chamber of Commerce (back parking lot), 609 W Norfolk Avenue, on September 25, 2015 from 4:00 p.m. to 1:00 a.m., and on September 26, 2015 from 12:00 noon to 1:00 a.m., in a beer garden. **Motion**

    See Enclosure 11.

12. Consideration of a Special Designated Liquor License for Sacred Heart Church, 204 South 5th Street, to serve beer and wine at an annual All-School Reunion Reception at Sacred Heart Parish Center, 2301 West Madison Avenue, on Friday, July 31, 2015 from 5:00 p.m. to 11:59 p.m. **Motion**

    See Enclosure 12.

13. Consideration of approval to advertise for proposals to replace the roof of the Street Division's main (north) building located at 1010 S. 8th Street. **Motion**

14. Consideration of approval of Resolution No. 2015-16 authorizing the Mayor to execute an agreement between the State of Nebraska Department of Roads and the City providing for relocation of utilities along Nebraska Department of Roads Project No. 275-5(143) located at 37th Street and Highway 275. **Resolution 2015-16**

    Resolution No. 2015-16 provides for the City to relocate waterline and fiber optic utilities along the Highway 275 and 37th Street Nebraska Department of Roads roundabout project. The State will reimburse the City for nonbetterment expenses estimated at $29,285.85. The City's nonreimburseable expenses are estimated at $10,065.00.

    Staff recommend approval of Resolution No. 2015-16 authorizing Mayor to execute agreement between the State of Nebraska Department of Roads and the City for waterline and fiber optic utility relocation.

    See Enclosure 14.

15. Consideration of Lease Agreement between the City and Downtown Norfolk Association wherein Downtown is leasing from the City green space at the northeast corner of 7th Street and Norfolk Avenue for the purpose of erecting an electronic sign with LED message display capabilities. **Motion**

    See Enclosure 15.

16. Consideration of Agreement between Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska (VPD) and Downtown Norfolk Association (Downtown) wherein VPD will lease advertising time on Downtown's electronic sign that is to be placed on leased City property. **Motion**

    See Enclosure 16.

17. Consideration of approval of Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska's Electronic Sign Information and Policy as prepared by the Vehicle Parking District Advisory Board. **Motion**

    See Enclosure 17.

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

SPECIAL PRESENTATIONS

19. Townhall meeting to receive comments on the Northeast Nebraska Solid Waste Coalition (NNSWC) budget and rates for the fiscal year ending September 30, 2016.

    This townhall meeting is being held to receive comments on the NNSWC budget and rates for the fiscal year ending September 30, 2016. According to the NNSWC interlocal agreement, a townhall meeting is held in the three largest communities each year to review the Coalition's proposed budget and rates. Included in the agenda packet is a proposed budget for the fiscal year ending September 30, 2016 that leaves rates unchanged at $24 per ton, and assumes Waste Connections continues operation of the Coalition landfill with no fee increase.

    Balance forward decreases $183,361 due to paying off $915,000 of outstanding bonds in fiscal year 2014-2015.

    Use fees increase $108,720 or 4.61% due to a 4,530 increase in budgeted tonnage for regular waste. With tipping fees at $24.00 per ton, budgeted use fees are $2,467,418.

Personnel costs decrease $26,898 or 28.94%. The budget includes three part-time employees compared to one full-time and one part-time employee in the prior year budget. This decreases group insurance $12,747. Personnel costs include a 2% cost of living adjustment. Even with the cost of living adjustment, salaries and wages decrease $12,655 due to the change in personnel. Disposal fees increase $23,783 or 2.36% due to an increase in budgeted tonnage. Other professional fees decrease $22,567 primarily due to engineering fees for operating permit renewal in the prior year. Also decreasing is interfund operating transfer out which decreases $6,300 to $268,400. This transfer is the closure/post closure funding for 2015. It decreases because the engineers cost estimates for 2014 are less than the engineers cost estimates for 2009 adjusted for inflation.

Capital outlay in the budget includes: 3,365,000 for engineering and construction of cell 5, $600 for a lawn mower, $1,000 for an entrance sign, $500 for a snow blower, and $5,000 to extend depth of a test well.

Also included in the agenda packet is the Closure/Post Closure Care Fund budget. As discussed earlier, the transfer from the operating fund decreases $6,300 from $274,700 last year to $268,400 this year. Total funds available for Closure/Post Closure increase 8.36% from $6,068,122 last year to $6,575,400 this year. Approximately half of the increase is due to interest earnings and half is due to current year funding.

See Enclosure 19.

PUBLIC HEARINGS AND RELATED ACTION

20. Public hearing at the request of Ewin Properties, L.L.C. for an amendment to the Comprehensive Plan from industrial to commercial at 1115 Bonita Drive.

    Ewin Properties, L.L.C. own the mobile home park at S. 12th Street and Bonita Drive. They wish to sell the park and plat a lot to serve the park with laundry facilities and storage. Their request for a zone change to C-3 requires this amendment to the Comprehensive Plan. The Planning Commission recommends the amendment with a 8-0 vote.

    See Enclosure 20.

21. Consideration of Ordinance No. 5351 amending the Comprehensive Plan from industrial to commercial at 1115 Bonita Drive. **Ordinance No. 5351**

    See Enclosure 21.

22. Public hearing at the request of Ewin Properties, L.L.C. for a zone change from R-M (Mobile Home) to C-3 (Service Commercial) at 1115 Bonita Drive.

    Ewin Properties, L.L.C. own the mobile home park at South 12th Street and Bonita Drive. They wish to sell the park and are subdividing it into two lots. One lot is the mobile home park and the other lot they have applied to change the zoning from R-M (Mobile Home) to C-3 (Service Commercial). This lot has an existing metal building which they wish to convert to laundry facilities and storage. This zone request also requires an amendment to the Comprehensive Plan. The Planning Commission recommends changing the zoning from R-M to C-3 at 1115 Bonita Drive with an 8-0 vote.

    See Enclosure 22.

23. Consideration of Ordinance No. 5352 approving the zone change from R-M (Mobile Home) to C-3 (Service Commercial) at 1115 Bonita Drive at the request of Ewin Properties, L.L.C. **Ordinance No. 5352**

    See Enclosure 23.

24. Public hearing to discuss use of keno-type lottery proceeds for community betterment purposes.

    Resolution No. 2008-7, adopted by the Mayor and City Council on February 19, 2008, approved use of keno-type proceeds to fund park and recreation expenditures for a minimum period of four (4) years. After the initial four year period, the proceeds may be directed for another use only after the City Council holds a public hearing and adopts a resolution directing keno-type lottery proceeds to some use other than funding park and recreation expenditures.

    See Enclosure 24.

25. Consideration of Resolution No. 2015-17 directing the use of keno-type lottery proceeds to be used for community betterment purposes. **Resolution 2015-17**

    Resolution No. 2008-7, adopted by the Mayor and City Council on February 19, 2008, approved use of keno-type proceeds to fund park and recreation expenditures for a minimum period of four (4) years. After the initial four year period, the proceeds may be directed for another use only after the City Council holds a public hearing and adopts a resolution directing keno-type lottery proceeds to some use other than funding park and recreation expenditures.

    See Enclosure 25.

26. Consideration of a Memorandum of Understanding with the Norfolk Area Chamber of Commerce Foundation providing for partial funding of the NORFOLK 150 celebration to be held in 2016. **Motion**

See Enclosure 26.

REGULAR AGENDA

27. Consideration of approval of Ordinance No. 5349 annexing a tract of land generally located north of Walters' East Knolls Tenth Addition recently platted as Walters' East Knolls 11th Addition, which passed on first reading at the June 15, 2015 City Council meeting. **Ordinance No. 5349**

Randy Walters, property owner, has requested the City of Norfolk annex the portion of land being platted as Lots 13 through 15, Block 6; Lots 2 through 4, Block 12; Lots 1 through 4, Block 13 in Walters' East Knolls 11th Addition. This ordinance can only be approved on second reading at this meeting due to Nebraska Revised Statute 16-404 requiring annexation ordinances be considered at three separate meetings.

Staff recommend approval of Ordinance No. 5349 on second reading, annexing a tract of land generally located north of Walters' East Knolls Tenth Addition.

See Enclosure 27.

28. Consideration of Resolution No. 2015-18 approving the final plat and subdivision agreement for Ewin Properties, L.L.C. **Resolution 2015-18**

Ewin Properties, L.L.C. owns the mobile home park at South 12th Street and Bonita Drive. They are requesting a zone change and amendment to the Comprehensive Plan to permit a portion of the park to operate as a laundry facility or storage area. This platting creates that lot. The Planning Commission recommends approval with an 8-0 vote.

See Enclosure 28.

29. June sales tax report (April sales)

June sales tax receipts (April sales) are $828,673.53. The City's 1 1/2 cent sales tax receipts of $636,506.56 are up $11,842.62 or 1.90% from last June. We are showing all motor vehicle sales tax received in June with the 1 1/2 cent sales tax receipts. Most people don't register their cars until near the end of the 30 day period allowed for registration after the sale, since when they register they have to pay a significant amount of tax, including City sales tax. Most people purchasing cars in April, likely registered them in May. Motor vehicle sales tax paid to the County in May is paid to the State in June and then the State pays

this to the City in July. June motor vehicle sales tax probably includes some sales tax at 2%, but this will be a small part of the total. Motor vehicle sales tax received last June was $58,754.59 compared to $60,005.64 this June.

June receipts from the half-cent sales tax for the library addition and renovation are $192,166.97.

Year to date sales tax (1 1/2 cent) is up $442,399.64 or 7.72%. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 29.

# 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 15th day of June, 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, Operations Manager Jim Dooley, Assistant City Engineer Mark Dolechek, and Communications Director Diane Becker.

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 Merrill 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 Moenning moved, seconded by Councilmember Clausen 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 June 1, 2015, City Council meeting

Keno revenue report for May 2015

*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 to hold a softball pre-season camp from July 6, 2015 through July 9, 2015

*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 a football camp on Monday, July 6, 2015 and Tuesday, July 7, 2015

*Terracon* Consultants, Inc., agreement to conduct groundwater remediation at 3rd Street and Madison Avenue

*Elkhorn Paving Construction* Co., Inc., Change Order No. 1 with for the Trails 2014-2 (Flood Control) project resulting in a net increase of $1,440.00

*Resolution No. 2015-13* adopting the Lower Elkhorn Natural Resources District Hazard Mitigation Plan

*Truck Center Companies* of Norfolk bid of $209,387.88 to purchase two (2) new semi-tractors, which includes the stainless bumper option and trade-in of IH tractor for the Transfer Station

*Elkhorn Paving Construction* Co., Inc., Change Order No. 1 for Paving District Nos. 506 and 507 resulting in a net increase of $500.00

*Cornhusker Auto* Center of Norfolk bid of $27,700.00 to purchase a new 2015 Police Edition 1/2 Ton Crew Cab for the Police Division

*Husker Auto* Group, Inc. of Lincoln bid of $24,948.50 to purchase a 2015 Chevrolet Silverado 1/2 Ton Regular Cab 4x4 off of State Contract #14125 as a replacement pickup for the Street Division

*Husker Auto* Group, Inc. of Lincoln bid of $24,948.50 to purchase of a 2015 Chevrolet Silverado 1/2 Ton Regular Cab 4x4 off of State Contract #14125 as a replacement pickup for the Water Division

*Norfolk GM Auto* Center of Norfolk bid of $25,199.00 to purchase a new 2015 Chevrolet Colorado Extended Cab, 4x4 LT for the Fire Division, which is $88.00 less than the State Contract

*Rotary Club* addendum to the original agreement approved at the March 2, 2015 Council meeting to amend paragraph 2 of the original agreement to include designated rain dates for each of the four scheduled performances

*Fine Wine, LLC*, dba Jim's Fine Wine & More, 2001 Market Lane, Special Designated Liquor License to serve beer and wine at Nebraska Studio Gallery, 311 W Norfolk Avenue, Norfolk, Nebraska on Saturday, July 18, 2015 from 3:00 p.m. to 8:00 p.m. for a sampling/tasting event

*Rutjens Construction, Inc.* of Tilden, Nebraska contract for Sanitary Sewer Improvements 2015-2 (Ta-Ha-Zouka) project for an amount of $106,076.25, with a completion date of May 1, 2016, to furnish all labor, materials, equipment and all else necessary to properly construct all the improvements. Two sealed bids were received at the June 9, 2015 bid letting. The other bidder was Penro Construction of Pender for $119,241.50.

*Resolution No. 2015-14* relinquishing any prescriptive easements or rights for the sewer lines across the tract of land located and known as Tax Lot 3, in the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 24 North, Range 1 West of the 6th Principal Meridian, to the City of Norfolk, Madison County, Nebraska, except a tract of land described as follows: Beginning at the Northwest Corner of Tax Lot 3; thence East 90 feet, South 140 feet, West 90 feet, and North 140 feet to the point of beginning

*Big Bang Boom*, Inc. agreement to use Skyview Park for a 4th of July celebration including but not limited to a fireworks display

*Norfolk Lodge* #46 IOOF agreement for a parade on Saturday, July 4, 2015

*Nebraska USSSA Baseball*, LLC, (a Nebraska Limited Liability Company) agreement to use the softball fields in Ta-Ha-Zouka Park to hold a State baseball tournament July 3, 2015 through July 5, 2015 (with make-up dates of July 6, 2015 through July 7, 2015, if needed)

*Bills* in the amount of $1,711,741.58

## Public Hearings and Related Items

Public Hearing
(Citizen Advisory Review Committee semi-annual report)

A public hearing was held to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee (CARC) as required by State Statutes Section 18-2715. Finance Officer Randy Gates provided information to the Mayor and City Council.

State Statutes require a Citizen Advisory Review Committee (CARC). The citizens serving on committee are: Bill Canham, Cindy Morrow, Jim Mangels, Aaron Otten, and Jan Einspahr and the City's Finance Officer is an ex officio non-voting member. As required by State Statutes, the CARC met on May 27, 2015 and discussed/reviewed the following:

- Current Funding of the City’s Economic Development Fund (ED)
- Update on Petersen Ag project
- Update on Tejas Tubular project
- Economic Development update

As noted in the report, the CARC found that the City's Economic Development Program (EDP) is operating in compliance with the budget and EDP Guidelines and Procedures.
No one appeared either in favor of or in opposition to the CARC findings and suggestions and the Mayor declared the hearing closed.

## Regular Agenda Items

Councilmember Lange moved, seconded by Councilmember Fauss, to approve the Mayor signing and forwarding a letter to the Department of Environmental Quality conveying support of listing the Iowa-Nebraska Light and Power Co. FMGP site on the Superfund National Priorities List (NPL).

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

Ordinance No. 5348
(sale of City Auditorium to YMCA)

Councilmember Merrill introduced, seconded by Councilmember Moenning, 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 first reading.

City Administrator Shane Weidner explained a subcommittee of elected officials met on June 9, 2015 and directed staff to place the ordinance on a City Council meeting for consideration. If the ordinance passes on first reading, the approval will serve as a declaration that the City Council is moving forward with the transfer to the YMCA and would direct staff to take steps necessary to address the details of a transfer of the Auditorium.

Randy Hagedorn, YMCA, spoke in favor of the sale of the City Auditorium. The YMCA will have up-front costs estimated as follows:

Fire alarm system installation – $60,000 - $90,000
Air conditioning installation – $150,000 - $160,000
Windows repaired/replaced – $40,000 - $50,000
Remodeling office space – $50,000 - $55,000
New signage – $1,500 - $2,000
Tuck pointing repair – $26,000 - $30,000

Hagedorn said the YMCA will also have on-going annual costs estimated at Maintenance – $18,000 - $23,000; Insurance, $7,700; and Utilities – $34,000 - $38,000. Hagedorn would like the repairs/remodeling completed by the fall of 2015. The YMCA has looked at other options for the gymnastics program but most locations, including the old Post Office facility, former Alco building, etc., but many of the buildings are too expensive. However, Hagedorn said the YMCA will support whatever decision is made by the City Council.

Councilmember Clausen asked if the YMCA will take over the City's adult recreation programs held in the Auditorium.

Hagedorn stated the YMCA does not want to take over the City's adult recreation but will assist the City to find a location.

Weidner explained the City will continue to offer City adult recreation and staff have talked with the Norfolk Public Schools and the Ponca Tribe about their facilities.

Randy Stingley spoke on behalf of the Lions Club and said the pancake feed is their largest fund raiser, which served over 4,500 people last year. It is hard to find a place large enough for the

event. Stingley said the Auditorium was built with WPA (Works Progress Administration) and feels it should be kept for citizens' to use. The Lions Club is not willing to move the date of the pancake feed because "it has worked for 56 years." Stingley is "disappointed" a study was not done on the Auditorium and said if the Auditorium is sold to the YMCA the Lions Club is submitting "an official bid of $1.00 for all the tables and chairs." Stingley asked if the YMCA is willing to let the Lions Club use the Auditorium.

Hagedorn has talked to members of the Lions Club about their pancake feed but the YMCA does not want to take down gymnastics equipment.

Bob Pollack spoke on behalf of the For The Girls group, which has given over $150,000 to Faith Regional Health Services in the past two years from their fundraisers. Pollack said 80% of all funds stay in Norfolk. Pollack said the group has paid over $7,000 in sales tax in the last two years. The Auditorium use compliments other businesses because service groups can use various vendors. Pollack said the Auditorium fits the community and service groups. For The Girls event is attended by 500 people and is too large of other venues in Norfolk. Pollack clarified that the $7,000 sales tax paid includes the 5.5% that goes to the State.

Brad Glaser spoke on behalf of the Wild Turkey Federation and feels the City should have an appraisal done of the Auditorium and questioned whether elected officials will provide another event center/building for service groups. Glaser feels the City should keep the Auditorium and make the improvements. Glaser said the Wild Turkey Federation will lose about $10,000/year if the event is moved from the Auditorium. The group caps tickets sold at 600.

Chuck Frohberg "is dismayed" over the process used to sell the City Auditorium. Frohberg feels elected officials have a responsibility to maintain and preserve the City's heritage, including the Auditorium. Frohberg "has seen a decline" in maintenance on City facilities for many years. Frohberg feels there has "been a rush to judgement" and elected officials and staff need to evaluate City facilities as a whole and keep citizens informed. Frohberg said "it's not about the money" and is willing to serve on a committee to review City facilities and preserve the City's heritage. Frohberg suggested postponing this item for one year.

Councilmember Lange said citizens have many opportunities to provide input to elected officials including retreats and budget and capital improvements public hearings.

Councilmember Fauss said some people have indicated a willingness to buy the Auditorium for $2.00. Connie Geary contacted Fauss with concerns with what will happen with the parking lot west of the Auditorium if the YMCA buys the Auditorium.

Councilmember Clausen said the Auditorium should be used every day, which is not currently the case, and the City does not have a lot of funding available for repairs on such a large scale. Clausen said Divots DeVent Center is an "awesome facility" but feels the community "needs something for recreation as well as service groups." Clausen questioned whether elected officials may be creating a new problem by selling the Auditorium. Clausen would like more input on this issue.

Councilmember Fauss would like to slow the process down.

Mayor Fuchtman said the ordinance would give direction to staff.

Deb Stinson feels the City should be promoting use of the Auditorium.

Mayor Fuchtman said promoting the Auditorium has been discussed but said there are other venues in the community and the City wants to see every business be successful.

Weidner said the City maintains public facilities as funding allows and the City Auditorium has been maintained for over 77 years. The Auditorium has not been promoted because of the other venues in Norfolk, which were not available when the Auditorium was built.

Councilmember Moenning questioned how many times the Auditorium is used other than for recreation.

Weidner estimated there are about 12 other events held in the Auditorium each year. During volleyball and basketball seasons, the Auditorium is used approximately 4 out 7 days each week.

Bill Settell questioned the urgency if selling the Auditorium and "didn't know about this until a couple of months ago." Settell questioned how the public was engaged in this process. Settell asked elected officials to consider tabling consideration of the ordinance and look at options for the Auditorium.

Weidner said there is some urgency is selling the Auditorium so the service groups can make arrangements for their events.

Councilmember Moenning said there have been some good points made and the Auditorium "may be an underused community resource." Moenning suggested further discussion.

Councilmember Clausen feels this is a community problem and more input is needed to make a decision.

Charles Balsiger said if the sale is approved there will be a lack of an available facility for service groups. Balsiger said the Auditorium historical and cultural perspectives are important considerations.

Councilmember Clause moved, seconded by Councilmember Moenning to table consideration of Ordinance No. 5348. Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion to table carried.

Ordinance No. 5349
(annexation, Walters' East Knolls Tenth platted as 11th Addition)

Councilmember Merrill 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 first reading. Said ordinance was then read into the record by title by the City Clerk.

Randy Walters, property owner, requested the City of Norfolk annex the portion of land in Walters' East Knolls 11th Addition located in the northeast area of the City.

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

Ordinance No. 5350
(issue special assessment bond anticipation notes)

Councilmember Pfeil introduced, seconded by Councilmember Lange, Ordinance No. 5350 entitled: AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THREE HUNDRED THOUSAND DOLLARS ($2,300,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF SANITARY SEWER SYSTEM IMPROVEMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 247 PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION VARIOUS PURPOSE BONDS OF THE CITY; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OR PLACEMENT OF THE NOTES AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID NOTES WITHIN STATED PARAMETERS; AND PROVIDING FOR 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. 5350 passed on first reading.

Councilmember Lange moved, seconded by Councilmember Merrill, 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 Merrill, 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. 5350 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. 5350 as required by law.

Resolution No. 2015-15
(adopt trail names)

Councilmember Moenning moved, seconded by Councilmember Merrill, to adopt Resolution No. 2015-15 approving the names of Middle School Trail, Levee Trail and Memorial Crossing Trail for various routes throughout the community.

Jon Downey, on behalf of the Trails Committee, spoke in favor of the resolution. Downey requested the City designate funds to sign the trails and provide maps of the trails. Downey also suggested promoting the trails by selling benches, concrete, etc. to place along the trail.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Resolution No. 2015-15 was adopted.

**Public Comment Period**

Anthony Thompson requested the City make improvements to Miracle Skate Park or funding to build a new park at that location.

Charles Balsiger spoke on behalf of Cliff Harris, who is legally blind and uses a guide dog. Harris suggested barricades be placed at the beginning of sidewalks when repairs are being made so the service dog knows to take another route. Balsiger also feels some handicapped ramp approaches are incorrect and said they should be perpendicular to the street. Harris said the guide dog's training needs a straight line of travel.

Chris Maurer, Frank Griffith, Eric Davis, Gina Bass, Jason Baker, Becky Wolff voiced concerns about the skate park including: gate is hard to find, should allow water/water fountain, don't want to wear helmets and concrete ramps would be better than wood. Baker said the skate boarders are willing to raise money to help with the improvements.

There being no further business, the Mayor declared the meeting adjourned at 8:36 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, June 12, 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 )

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: 06-12-2015

NAME: JOHN J. CURRAN TELEPHONE: (402) 371-3750 (H)

ADDRESS: 2806 DOWER DR., NORFOLK, NE. (402) 370-3329 (O)

E-MAIL ADDRESS: CURRANNRC@HOTMAIL.COM (402) 649-1535 (C)

OCCUPATION: PSYCHOLOGIST

(If retired, please indicate former occupation or profession.)

EDUCATION: M.A. IN COUNSELING FROM UNIV. OF MISSOURI AT KANSAS CITY
PH.D. IN COUNSELING PSYCHOLOGY FROM UNIVERSITY OF IOWA

PROFESSION AND/OR COMMUNITY ACTIVITIES:

9.5 YRS ON STATE OF NEBR. PSYCHOLOGY LICENSING BOARD

MEMBER OF AMERICAN PSYCHOLOGICAL ASSOCIATION AND NEBRASKA PSYCHOLOGICAL ASSOCIATION

Please return this form to:

Office of the Mayor
309 N 5th Street
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
(X) 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

John J. Curran, PhD
(Signature of Applicant)

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

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

**DO YOU NEED POSTERS? YES (X) NO ( )**

**NON PROFIT APPLICANTS**
(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441) C-074312

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer [X] Wine [X] Distilled Spirits [X]

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

**NAME:** ~~Paul~~ Chikos Paula Fifth Street Tavern, Inc.

**ADDRESS:** 500 Norfolk Ave

**CITY** Norfolk, Ne. **ZIP** 68701

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

**BUILDING NAME** 5th St. Tavern

**ADDRESS:** 500 W. Norfolk Ave **CITY** Norfolk, Ne.

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

a. Is this location within the city/village limits? YES (•) NO ( )

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ( ) NO (X)

c. Is this location within 300' of any university or college campus? YES ( ) NO (X)

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

| Date | Date | Date | Date | Date | Date |
|---|---|---|---|---|---|
| ~~7-24-15~~ | 7-24-15 | | | | |
| **Hours** | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** |
| From ~~1:00 p.m.~~ | From 1:00 p.m. | From | From | From | From |
| To ~~1:15 a.m.~~ | To 1:00 a.m. | To | To | To | To |

a. Alternate date: _____

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

5. Indicate type of activity to be carried on during event:

Dance ( ) Reception ( ) Fund Raiser ( ) Beer Garden (X) Sampling/Tasting ( )

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** 45' x 80'
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?
[ ] Fence; [X] snow fence [ ] chain link [X] cattle panel
[ ] other _____
[ ] Tent

7. How many attendees do you expect at event? 150

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
Wristbands, Check IDs at the gate. No minors

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES [X] NO [ ]

a. Are there separate toilets for both men and women? YES [X] NO [ ]

10. **Where will you be purchasing your alcohol?**

**Wholesaler** X **Retailer** ____ (includes wineries) **Both** ____ **BYO** ____

11. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

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

12. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Paula Chikos

Signature of Event Supervisor Paula Chikos

Event Supervisor phone: Before 402-992-0968 During 402-992-0968

Email address _____

Consent of Authorized Representative/Applicant

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

**sign here** Paula Chikos — manager — 6-2-15

Authorized Representative/Applicant — Title — Date

Paula Chikos

Print Name

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

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

## APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

**DO YOU NEED POSTERS? YES ( ) NO (✓)**

**NON PROFIT APPLICANTS**
(Check one that best applies)

Municipal Political Fine Arts Fraternal Religious Charitable Public Service ✓

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer ☑ Wine ☑ Distilled Spirits ☐

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

**NAME:** Norfolk Area Chamber of Commerce Foundation

**ADDRESS:** 609 W. Norfolk Avenue

**CITY** Norfolk, NE **ZIP** 68701

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

**BUILDING NAME** Norfolk Area Chamber (back parking lot)

**ADDRESS:** 609 W. Norfolk Avenue **CITY** Norfolk, NE

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

a. Is this location within the city/village limits? YES (✓) NO ( )

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES ( ) NO (✓)

c. Is this location within 300' of any university or college campus? YES ( ) NO (✓)

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

| Date | Date | Date | Date | Date | Date |
|---|---|---|---|---|---|
| 9-25-15 | 9-26-15 | | | | |
| **Hours** | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** |
| From 4:00 pm | From 12:00 noon | From | From | From | From |
| To 1:00 am (9-26) | To 1:00 am (9-27) | To | To | To | To |

a. Alternate date: _____

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

5. Indicate type of activity to be carried on during event:

Dance ◯ Reception ◯ Fund Raiser ◉ Beer Garden ◯ Sampling/Tasting ◯

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** _____ x _____
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** 150 x 250 APPROX.
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

SEE ATTACHED

If outdoor area, how will premises be enclosed?
☑ Fence; ☑ snow fence ☐ chain link ☐ cattle panel
☑ other building wall
☐ Tent

7. How many attendees do you expect at event? 4,000

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
Hired professional security guards will be used at the event, and wristbands will be provided to persons showing identification proving they are 21 years or older.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☑ NO ☐

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

10. **Where will you be purchasing your alcohol?**

**Wholesaler** ✓ **Retailer** ____ (includes wineries) **Both** ____ **BYO** ____

11. Will there be any games of chance operating during the event? YES ☐ NO ☑

If so, describe activity _____

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

12. Any other information or requests for exemptions: double fencing waiver is being requested per separate Form 140

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

Print name of Event Supervisor Mark A. Zimmerer, President NACC Foundation

Signature of Event Supervisor _____

Event Supervisor phone: Before 402-371-4862 (office) During 402-750-2340 (cell)

Email address mzimmerer@norfolkareachamber.com

Consent of Authorized Representative/Applicant

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

**sign here** _____ President 6/18/15

Authorized Representative/Applicant Title Date

Mark A. Zimmerer

Print Name

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

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

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

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

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

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

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

Norfolk Area Chamber of Commerce Foundation
NAME OF CORPORATION

27-1441871
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 18 DAY OF June, 2015.

GENERAL NOTARY-State of Nebraska
DARLENE R. BARGE
My Comm. Expires May 11, 2017

NOTARY PUBLIC SIGNATURE & SEAL

NORFOLK AVE.
Road Closure Sat. 10am
Norfolk Area Chamber
7th Street
43'
123'
9'
34'
10'
15'
22'
42'
14'
Entrance
250'
167'
52'
7th Street
Road Closure Sat. 10am
MADISON AVE.

**REQUEST FOR EXEMPTION FOR WAIVER OF DOUBLE FENCING RULE**

**(MUST BE SENT WITH APPLICATION A MINIMUM OF 30 DAYS PRIOR TO THE DATE OF THE EVENT)**

**WHY DOUBLE FENCING IS NOT AVAILABLE** topography makes placing double fencing difficult, and not so necessary due to nearby rail tracks

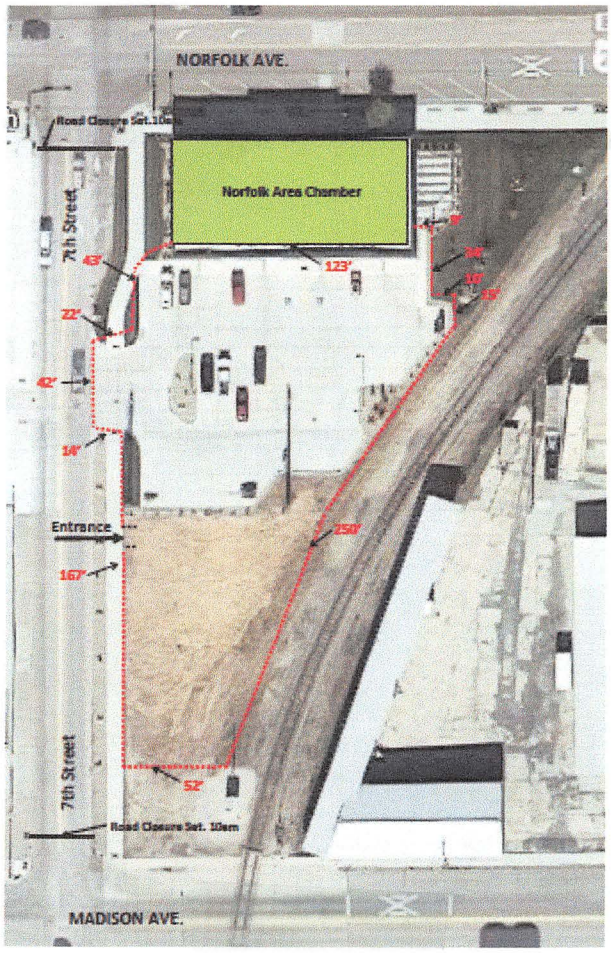
**TYPE OF FENCING TO BE USED** orange snow fencing tied to support posts

**HEIGHT OF FENCING TO BE USED** 4-5 feet

**HOW AREA WILL BE PATROLLED** by hired professional secuirty guards and volunteers

**EXPECTED NUMBER OF ATTENDEES** 4,000

**DIAGRAM OF PROPOSED AREA:**




FORM 140
REV 3/13

# APPLICATION FOR SPECIAL DESIGNATED LICENSE

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

**DO YOU NEED POSTERS? YES ☒ NO ○**

## NON PROFIT APPLICANTS
(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  (Religious)  Charitable  Public Service

## LIQUOR LICENSE HOLDERS

Liquor license number and class (i.e. C-055441)

## COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☒ Distilled Spirits ☐

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

**NAME:** Sacred Heart Parish

**ADDRESS:** 204 S. 5th Street

**CITY** Norfolk, NE ~~68701~~ **ZIP** 68701

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

**BUILDING NAME** Sacred Heart Parish Center

**ADDRESS:** 2301 Madison Avenue **CITY** Norfolk,

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

a. Is this location within the city/village limits? YES ◉ NO ○

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

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

Rcd 6-30-2015

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

| Date | Date | Date | Date | Date | Date |
|---|---|---|---|---|---|
| July 31, 2015 | | | | | |
| **Hours** | **Hours** | **Hours** | **Hours** | **Hours** | **Hours** |
| From 5:00pm | From | From | From | From | From |
| To 11:59pm | To | To | To | To | To |

a. Alternate date: - none -

b. Alternate location: - none -
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance ◯ Reception ☒ Fund Raiser ◯ Beer Garden ◯ Sampling/Tasting ◯

Other _____

6. Description of area to be licensed
Inside building, dimensions of area to be covered **IN FEET** 165' x 179'
(not square feet or acres)
*Outdoor area dimensions of area to be covered **IN FEET** _____ x _____
***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?
☐ Fence; ☐ snow fence ☐ chain link ☐ cattle panel
☐ other _____
☐ Tent

7. How many attendees do you expect at event? 200

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)
No minors are invited. This is an alumni reunion and all in attendance are of age.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

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

10. **Where will you be purchasing your alcohol?**

**Wholesaler** ___ **Retailer** X (includes wineries) **Both** ____ **BYO** ____

11. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

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

12. Any other information or requests for exemptions: _____

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

Print name of Event Supervisor Leisa Piper

Signature of Event Supervisor [signature]

Event Supervisor phone: Before 402 841-2486 During same

Email address leisapiper@sacredheartnorfolk.com

Consent of Authorized Representative/Applicant

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

**sign here** [signature] Advancement Director 6/30/15

Authorized Representative/Applicant Title Date

Leisa A. Piper

Print Name

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

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

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

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

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

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

Sacred Heart Church of Norfolk.
NAME OF CORPORATION

47-0380694
FEDERAL ID NUMBER

R. M. [illegible]
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 26 DAY OF June, 2015.

GENERAL NOTARY-State of Nebraska
REGINA V. LONG
My Comm. Exp. June 30, 201[illegible]

Regina V. Long
NOTARY PUBLIC SIGNATURE & SEAL

# Norfolk Catholic School
an apostolate of Sacred Heart Parish

June 29, 2015

Beth Deck
City of Norfolk
309 N 5th Street
Norfolk, NE 68701

Dear Beth:

Enclosed, please find the Application for Special Designated License for Non-Profits for the purpose of our Annual All-School Reunion Reception on Friday, July 31st.

Should you have any questions regarding this application, feel free to contact me at any time:

Cell Phone: 402-841-2486
Office: 402-371-9256
E-mail: leisapiper@sacredheartnorfolk.com

Blessings!

Leisa Piper
Advancement Director

Encl: Application
$40 check payable to the Nebraska Liquor Control Commission

RESOLUTION NO. 2015 - 16

**WHEREAS**, the City of Norfolk and State of Nebraska Department of Roads are desirous of improving a portion of Highway US-275 located within the designated urban area of Norfolk, Nebraska which has been designated by the Nebraska Department of Roads as Project No. 275-5(143), and

**WHEREAS**, it is the desire of the City and State to reconstruct the intersection of US-275 and 37th Street as a roundabout, constructing a westbound right turn lane at the intersection of US-275 and 34th Street, removing the westbound merge lane from Norfolk Avenue onto US-275, and installing roadway lighting. and

**WHEREAS**, the City owns and operates a waterline and fiber optic facility located both inside and outside the old highway right-of-way, which makes it necessary for the City to adjust some if not all of the waterline and fiber optic facilities along this project, and

**WHEREAS**, the Nebraska Department of Roads has prepared an Agreement between the City of Norfolk and the Nebraska Department of Roads to outline obligations of both parties.

**WHEREAS**, the State agrees to reimburse the City for actual nonbetterment expenses less any credits for salvaged or junked materials estimated at $29,285.85 while the City's estimated non-reimbursable expenses for these utility relocations totals $10,065.00.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Norfolk, Nebraska hereby approves and authorizes the Mayor to sign the Agreement between the City of Norfolk and the Nebraska Department of Roads for Project No. 275-5(143).

PASSED AND APPROVED this _____day of _____, 20___.

_____
Mayor

ATTEST

_____
City Clerk

Approved as to form: _____
City Attorney

# AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF ROADS
CITY OF NORFOLK
PROJECT NO. 275-5(143)
CONTROL NO. 31417A
37TH STREET – NORFOLK AVE

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

WITNESSETH:

WHEREAS, the State has plans for the Intersection Improvement

WHEREAS, said construction will be undertaken under the project designation 275-5(143), and

WHEREAS, the City owns and operates a waterline facility along and adjacent to a portion of this project, some of which is resting outside of the limits of the old highway right of way and on private property, and

WHEREAS, because of the widened right of way which the State has acquired for the new construction, and because of the construction itself, it becomes necessary for the City to adjust some, if not all, of its facility along this project, and

WHEREAS, the City is willing to rehabilitate its facility where necessary in accordance with the conditions hereinafter provided in this agreement, and

WHEREAS, the State is willing to reimburse the City for its nonbetterment costs to rehabilitate its facilities when the City facility is presently located outside of the old public right-of-way and on private property, and

WHEREAS, the State is willing to pay the City for eligible nonbetterment expenses incurred in connection with the rehabilitation of its facilities as provided by Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the Federal Highway Administration.

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

SECTION 1. The City hereby agrees to furnish, or cause to be furnished, all of the tools, labor, equipment and materials necessary for the rehabilitation of its facility as made necessary by construction.

SECTION 2. The description of work to be performed and the estimate of costs prepared by the City have been approved by the State and are hereby made a part of this agreement. These items are attached as Exhibit "B". The total amount of this estimate is $29,285.85 of which $29,285.85 is the share of the cost chargeable to the State. It is expressly understood that notwithstanding this estimate the State will reimburse the City for 100% of its actual nonbetterment expenses less any credits for salvaged or junked materials.

SECTION 3. The City agrees, as a part of the above described estimate to advise the State as to the method which will be used in accumulating the actual costs. If this method is prescribed by a Federal or State regulatory body, a statement to that effect shall be made by the City. If the accounting method is not prescribed by an agency of the State or Federal Government, it shall be described in the City's estimate and be approved as a part of this agreement.

SECTION 4. The City may submit progress billings for the portions of its rehabilitation that have been completed. The City agrees not to submit progress billings for amounts less than $2,500.00. The State will make progress payments, based upon satisfactory prosecution of work, for 95 percent of the amount billed. The State will limit its payments to 95 percent of the approved estimate referenced in Section 4 of this agreement pending the results of the final cost audit. The State will make every effort to pay the City within thirty days of receipt of the City's invoice.

SECTION 5. If the City_ wants to let a construction contract, the City shall do the following:

A. Comply with State public bidding statutes. If the City solicits bids from a list of known contractors, the list must be submitted to the State for concurrence prior to the soliciting of bids.

B. Submit the bid proposal, plans and construction schedule to the State for approval prior to letting a contract.

C. Require the contractor to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126 (Reissue 2004), as amended, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached hereto and made a part of this agreement.

D. Submit a copy of the bids received and the City's recommendation of award to the State for concurrence prior to any award.

E. Require any contractor or subcontractor engaged under this agreement to fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-601 through 48-671 (Reissue 2004), as amended, and the same are incorporated herein by this reference.

SECTION 6. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.

SECTION 7. In consideration of the payment as mentioned in Section 4 of this agreement the City agrees to relinquish or subordinate sufficient property rights or interests that it may have in property upon which it has an easement or similar right that will be occupied by the proposed highway improvement as are necessary for the construction, operation and maintenance of the highway facility.

SECTION 8. All traffic controls must comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). If the State furnishes the City a traffic control plan, the City must comply with the plan. The State has the right to shut down a City work area not in compliance with the Manual on Uniform Traffic Control Devices.

SECTION 9. The City shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in Exhibit "A" attached hereto and hereby made a part of this agreement.

SECTION 10. The City agrees that it and any contractor or subcontractor engaged under this agreement will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-601 through 48-671 (Reissue 2004).

SECTION 11. The City agrees that the billing will be prepared and submitted in a manner to allow comparison with the approved estimate.

SECTION 12. BUY AMERICA LAW

BUY AMERICA REQUIREMENT – STEEL AND IRON PERMANENTLY INCORPORATED IN THE WORK

**12.1 Overview**. The Parties agree that all steel and iron permanently incorporated into Utility's relocation project must be manufactured or produced, including the application of coatings, in the United States, as required under the federal Buy America requirements of 23 USC § 313 and

applicable regulations, including but not limited to 23 CFR § 635.410 and guidance of the Federal Highway Administration.

**12.2 Duties of Utility**. Utility agrees to fully comply with all federal Buy America requirements applicable to this Federal-aid transportation project and to not incorporate into utility facility relocation any materials, supplies, parts or equipment that do not fully comply with all Buy America requirements.

**12.3 Process and Documentation Requirements**. Utility shall not accept delivery of any iron or steel to be incorporated in the work without a certification from the supplier or provider stating that the iron or steel complies with the federal Buy America requirements. Utility shall immediately notify State if Utility becomes aware that steel or iron was permanently incorporated into the work without a proper certification of compliance with the Buy America requirements. When requested, Utility shall take any or all actions deemed necessary by State to remedy non-compliance or to prove compliance with the Buy America provisions. Utility shall retain and make readily available to State or FHWA, all Buy America documentation, including but not limited to, certifications, for ten years following final payment to Utility. The requirements of this section do not include (a) products for which Buy America waivers have been granted under 23 CFR § 635.410 or other applicable provisions or (b) materials excluded from the Buy America requirements, including but not limited to, the following: Assembly materials, attachment materials, miscellaneous electronics and hardware, encasements, fittings, associated materials required for maintenance, materials associated with temporary utility relocation, materials necessary to repair equipment that was discovered or damaged during construction and requires immediate action to restore to safe condition or to minimize adverse public impact, and existing utility materials that are relocated from one location to another within project limits.

The following definitions of materials that are not subject to BA apply to utilities:

- Assembly Materials (miscellaneous steel) – The collection of miscellaneous materials used to fasted, hold, attach, secure and/or assemble materials including but not limited to nuts, bolts, U-bolts, screws, washers, clips, fittings, sleeves, lifting hooks, mounting brackets, pole steps, clamps, brackets, mountings, straps, fasteners, hooks, pins, braces, disks, clevises, couplers, swivels, snaps, crimps, trunnions, dead-ends, compression swages, and other miscellaneous materials used to assemble.
- Attachment Materials – An item or material that is not an integral part or permanently attached to the pole, pipe, or valve. Cross arms are an exception to this rule and do not qualify as attachment materials. Attachment materials include but are not limited to, cross arm bracing, insulators, avian equipment, miscellaneous hardware (defined below), fittings

racks, ladders, encasements, guy wire, strand, conductors and tubing 0.75 inch diameter or less.

- Conductor – A material (specifically wires and cables) that allows the flow of energy including electricity, heat, data, audio/video transmissions, etc.
- Encasements – Include cabinets, housings, boxes, vaults, covers, shelves, and other items used to protect or house equipment or miscellaneous electronics.
- Fittings – Individual parts used to join, adjust or adapt a system of pipes including but not limited to, elbows, tees, wyes, crosses, nipples, reducers, end caps, couplers, o-lets, transitions, connectors (steady state, seismic and flexible), unions, mechanical flanges (not permanently affixed to the pipe), bushings, ferrules, gaskets, O-rings, plugs, or taps.
- Maintenance – An action or application of materials necessary to keep a system functioning safely and at optimal capacity; general up-keep.
- Miscellaneous Electronics – Manufactured products or assemblies consisting of many components such as electronic equipment, routers, switches, radios, processors, power supplies, batteries, antennas, splice cases, pre-connectorized hubs and terminals, and cross-boxes.
- Miscellaneous Hardware – An assembly of small parts that are compiled to form a finished product that is often used independently or as an attachment material, including but not limited to, transformers, locks, switches, cutouts, regulators, gauges, meters, barometers, strainers, filters, pilots, arrestors, insulators, ball bearings, dampeners, needle valves, braces, pipe supports, actuators, motors, and pumps.

**12.4 Reimbursement**. Utility shall provide to State copies of all certifications received when Utility submits invoice(s) for payment. Utility agrees that State will not pay any invoices submitted by Utility if Utility cannot prove compliance with the Buy America requirements for federal-aid transportation projects. Utility shall repay State all funds previously paid by State to Utility in the event State subsequently determines Utility has not met the federal Buy America requirements.

**12.5 Non-Compliance**. Utility understands that State will not monitor Utility's project or Utility's compliance with the federal Buy America requirements. In the event the Utility completes its project but is unable to provide all necessary Buy America certifications, Utility may, in State's sole discretion, be required at its sole cost to remove all non-compliant or non-certified materials and install compliant materials.

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

EXECUTED by the _____ this _____ day of _____, 20___.

ATTEST:

_____ _____

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

STATE OF NEBRASKA
DEPARTMENT OF ROADS

_____ _____

Utilities Engineer Planning and Project Development Engineer

AGR14-DJ

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

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

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

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.

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

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

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

EXHIBIT "A"

**37th & Highway 275 Roundabout Utility Conflict**
**May, 2015**
**State's Expense Estimate (Reimbursable Expenses)**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 1. | Install 8" DIP | 165 | L.F. | $ 45.00 | $ 7,425.00 |
| 2. | Install 6" DIP | 15 | L.F. | $ 40.00 | $ 600.00 |
| 3. | Install 8" 22° Bend | 0 | Each | $ 350.00 | $ - |
| 4. | Install 8" 45° Bend | 4 | Each | $ 350.00 | $ 1,400.00 |
| 5. | Install 8" Plug | 2 | Each | $ 200.00 | $ 400.00 |
| 6. | Abandon 1" Corporation | 1 | Each | $ 50.00 | $ 50.00 |
| 7. | Install 1" Corporation | 1 | Each | $ 100.00 | $ 100.00 |
| 8. | Install 1" Copper | 5 | L.F. | $ 10.00 | $ 50.00 |
| 9. | Install 1" Copper to Copper Coupler | 1 | Each | $ 50.00 | $ 50.00 |
| 10. | Install 6" 45° Bend | 1 | Each | $ 350.00 | $ 350.00 |
| 11. | Install New FH 5 1/4" 3-way | 0 | Each | $ 1,750.00 | $ - |
| 12. | Remove & Reset FH | 1 | Each | $ 750.00 | $ 750.00 |
| 13. | Install FH Extension | 2 | L.F. | $ 50.00 | $ 100.00 |
| 14. | Install 6" Gate Valve | 1 | Each | $ 1,000.00 | $ 1,000.00 |
| 15. | Install 6" Valve Box Adapter | 1 | Each | $ 100.00 | $ 100.00 |
| 16. | Install 8" x 6" Reducer | 0 | Each | $ 300.00 | $ - |
| 17. | Install 12" x 8" Reducer | 0 | Each | $ 500.00 | $ - |
| 18. | *Adjust Valve to Grade | 3 | Each | $ 100.00 | $ 300.00 |
| 19. | Valve Box Extension | 1 | Each | $ 100.00 | $ 100.00 |
| 20. | Remove Thrust Block | 1 | Each | $ 350.00 | $ 350.00 |

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Updated 5/1/2015

Exhibit "B"

**37th & Highway 275 Roundabout Utility Conflict**
**May, 2015**
**State's Expense Estimate (Reimbursable Expenses)**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 21. | **Abandon Curb Stop and Install New (Dinkel) | 1 | Each | $ 250.00 | $ 250.00 |
| 22. | **Insulate 4" Pipe | 16 | L.F. | $ 40.00 | $ 640.00 |
| 23. | Install New Fiber Vault | 1 | L.S. | $ 2,000.00 | $ 2,000.00 |
| 24. | Splice Enclosure | 1 | Each | $ 500.00 | $ 500.00 |
| 25. | Splice Trays | 6 | Each | $ 65.00 | $ 390.00 |
| 26. | Splicing Services | 144 | Each | $ 40.00 | $ 5,760.00 |
| 27. | Install 3" HDPE | 155 | L.F. | $ 10.00 | $ 1,550.00 |
| 28. | Trace Wire | 155 | L.F. | $ 0.70 | $ 108.50 |
| 29. | NPPD Services to Move Cable & Deadend | 1 | L.S. | $ 2,000.00 | $ 2,000.00 |
| 30. | Deadends | 3 | Each | $ 100.00 | $ 300.00 |
| Subtotal State's Expenses | | | | | $ 26,623.50 |
| Plus: 10% contingency | | | | | $ 2,662.35 |
| Total State's Expenses | | | | | $ 29,285.85 |

*Included as part of state project.
**Does not appear to be included as part of state project and not shown on City plans.

Recommended

Date _____

Approved

Date _____

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Updated 5/1/2015

Exhibit "B"

**37th & Highway 275 Roundabout Utility Conflict**
**May, 2015**
**City's Expense Estimate (Non-reimbursable Expense)**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 1. | Install 8" DIP | 120 | L.F. | $ 45.00 | $ 5,400.00 |
| 2. | Install 6" DIP | 0 | L.F. | $ 40.00 | $ - |
| 3. | Install 8" 22° Bend | 1 | Each | $ 350.00 | $ 350.00 |
| 4. | Install 8" 45° Bend | 0 | Each | $ 350.00 | $ - |
| 5. | Install 8" Plug | 0 | Each | $ 200.00 | $ - |
| 6. | Abandon 1" Corporation | 0 | Each | $ 50.00 | $ - |
| 7. | Install 1" Corporation | 0 | Each | $ 100.00 | $ - |
| 8. | Install 1" Copper | 0 | L.F. | $ 10.00 | $ - |
| 9. | Install 1" Copper to Copper Coupler | 0 | Each | $ 50.00 | $ - |
| 10. | Install 6" 45° Bend | 0 | Each | $ 350.00 | $ - |
| 11. | Install New FH 5 1/4" 3-way | 1 | Each | $ 1,750.00 | $ 1,750.00 |
| 12. | Remove & Reset FH | 0 | Each | $ 750.00 | $ - |
| 13. | Install FH Extension | 0 | L.F. | $ 50.00 | $ - |
| 14. | Install 6" Gate Valve | 0 | Each | $ 1,000.00 | $ - |
| 15. | Install 6" Valve Box Adapter | 0 | Each | $ 100.00 | $ - |
| 16. | Install 8" x 6" Reducer | 1 | Each | $ 300.00 | $ 300.00 |
| 17. | Install 12" x 8" Reducer | 1 | Each | $ 500.00 | $ 500.00 |
| 18. | *Adjust Valve to Grade | 3 | Each | $ 100.00 | $ 300.00 |
| 19. | Valve Box Extension | 2 | Each | $ 100.00 | $ 200.00 |
| 20. | Remove Thrust Block | 1 | Each | $ 350.00 | $ 350.00 |

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Updated 5/1/2015

Exhibit "B"

**37th & Highway 275 Roundabout Utility Conflict**
**May, 2015**
**City's Expense Estimate (Non-reimbursable Expense)**

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 21. | **Abandon Curb Stop and Install New | 0 | Each | $ 250.00 | $ - |
| 22. | *Insulate 4" Pipe | 0 | L.F. | $ 40.00 | $ - |
| 23. | Install New Fiber Vault | 0 | L.S. | $ 2,000.00 | $ - |
| 24. | Splice Enclosure | 0 | Each | $ 500.00 | $ - |
| 25. | Splice Trays | 0 | Each | $ 65.00 | $ - |
| 26. | Splicing Services | 0 | Each | $ 40.00 | $ - |
| 27. | Install 3" HDPE | 0 | L.F. | $ 10.00 | $ - |
| 28. | Trace Wire | 0 | L.F. | $ 0.70 | $ - |
| 29. | NPPD Services to Move Cable & Deadend | 0 | L.S. | $ 2,000.00 | $ - |
| 30. | Deadends | 0 | Each | $ 100.00 | $ - |
| Subtotal City's Expenses | | | | | $ 9,150.00 |
| Plus: 10% contingency | | | | | $915.00 |
| Total City's Expenses | | | | | $10,065.00 |

*Included as part of state project.
**Does not appear to be included as part of state project and not shown on City plans.

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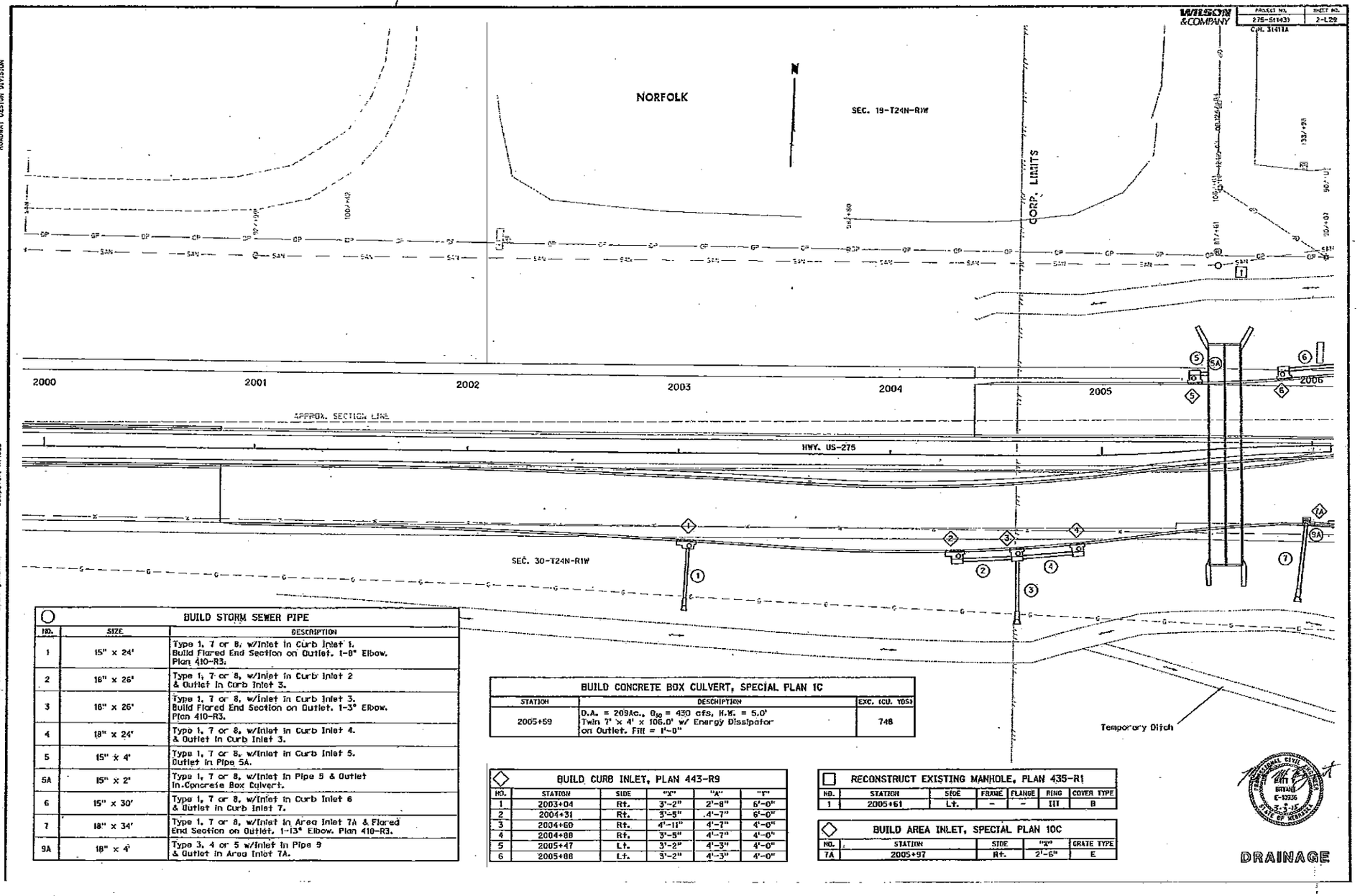
Updated 5/1/2015

Exhibit "B"

City Water & Sewer Conflicts 5-1-15




| BUILD STORM SEWER PIPE | | |
|---|---|---|
| NO. | SIZE | DESCRIPTION |
| 1 | 15" x 24' | Type 1, 7 or 8, w/Inlet in Curb Inlet 1. Build Flared End Section on Outlet. 1-8° Elbow. Plan 410-R3. |
| 2 | 18" x 26' | Type 1, 7 or 8, w/Inlet in Curb Inlet 2 & Outlet in Curb Inlet 3. |
| 3 | 18" x 26' | Type 1, 7 or 8, w/Inlet in Curb Inlet 3. Build Flared End Section on Outlet. 1-3° Elbow. Plan 410-R3. |
| 4 | 18" x 24' | Type 1, 7 or 8, w/Inlet in Curb Inlet 4. & Outlet in Curb Inlet 3. |
| 5 | 15" x 4' | Type 1, 7 or 8, w/Inlet in Curb Inlet 5. Outlet in Pipe 5A. |
| 5A | 15" x 2' | Type 1, 7 or 8, w/Inlet in Pipe 5 & Outlet in Concrete Box Culvert. |
| 6 | 15" x 30' | Type 1, 7 or 8, w/Inlet in Curb Inlet 6 & Outlet in Curb Inlet 7. |
| 7 | 18" x 34' | Type 1, 7 or 8, w/Inlet in Area Inlet 7A & Flared End Section on Outlet. 1-13° Elbow. Plan 410-R3. |
| 9A | 18" x 4' | Type 3, 4 or 5 w/Inlet in Pipe 9 & Outlet in Area Inlet 7A. |

| BUILD CONCRETE BOX CULVERT, SPECIAL PLAN 1C | | |
|---|---|---|
| STATION | DESCRIPTION | EXC. (CU. YDS) |
| 2005+59 | D.A. = 209Ac., $Q_{50}$ = 430 cfs, H.W. = 5.0' Twin 7' x 4' x 106.0' w/ Energy Dissipator on Outlet. Fill = 1'-0" | 748 |

| BUILD CURB INLET, PLAN 443-R9 | | | | | |
|---|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | "A" | "Y" |
| 1 | 2003+04 | Rt. | 3'-2" | 2'-8" | 6'-0" |
| 2 | 2004+31 | Rt. | 3'-5" | 4'-7" | 6'-0" |
| 3 | 2004+60 | Rt. | 4'-11" | 4'-7" | 4'-0" |
| 4 | 2004+88 | Rt. | 3'-5" | 4'-7" | 4'-0" |
| 5 | 2005+47 | Lt. | 3'-2" | 4'-3" | 4'-0" |
| 6 | 2005+88 | Lt. | 3'-2" | 4'-3" | 4'-0" |

| RECONSTRUCT EXISTING MANHOLE, PLAN 435-R1 | | | | | | |
|---|---|---|---|---|---|---|
| NO. | STATION | SIDE | FRAME | FLANGE | RING | COVER TYPE |
| 1 | 2005+61 | Lt. | – | – | III | B |

| BUILD AREA INLET, SPECIAL PLAN 10C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | GRATE TYPE |
| 7A | 2005+97 | Rt. | 2'-6" | E |

ROADWAY DESIGN DIVISION

Computer: A14035

Users: gdrummel

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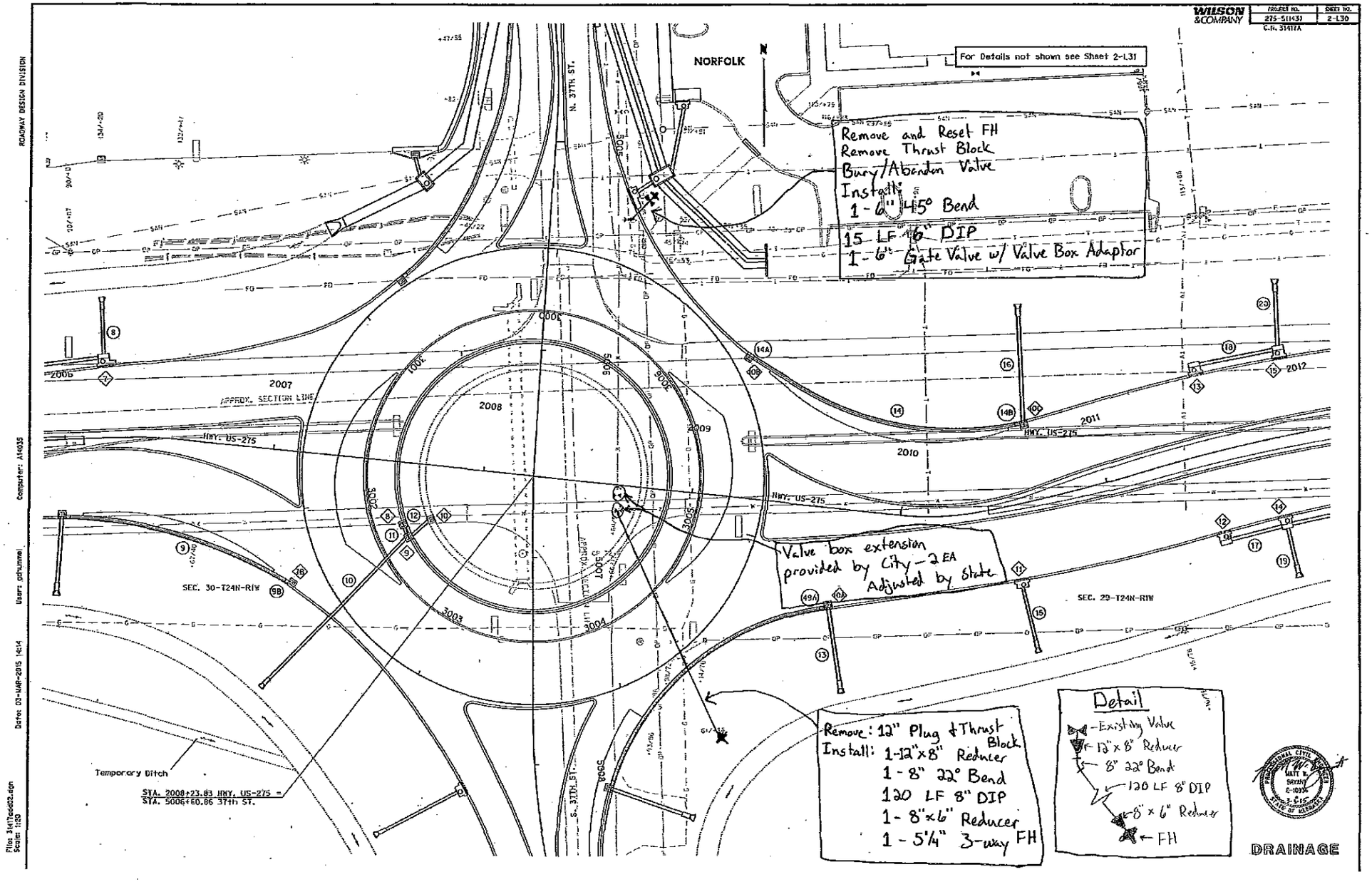
Exhibit "B"

Exhibit "B"


WILSON & COMPANY
PROJECT NO. 275-5(143)
SHEET NO. 2-L30
C.N. 31417A
For Details not shown see Sheet 2-L31
NORFOLK
N
N. 37TH ST.
S. 37TH ST.
Remove and Reset FH
Remove Thrust Block
Bury/Abandon Valve
Install:
1 - 6" 45° Bend
15 LF 6" DIP
1 - 6" Gate Valve w/ Valve Box Adaptor
2006
2007
2008
2009
2010
2011
2012
APPROX. SECTION LINE
HWY. US-275
SEC. 30-T24N-R1W
SEC. 29-T24N-R1W
Valve box extension provided by City - 2 EA
Adjusted by State
Temporary Ditch
STA. 2008+23.83 HWY. US-275 =
STA. 5006+60.86 37th ST.
Remove: 12" Plug & Thrust Block
Install: 1-12"x8" Reducer
1 - 8" 22° Bend
120 LF 8" DIP
1 - 8"x6" Reducer
1 - 5¼" 3-way FH
Detail
Existing Valve
12"x8" Reducer
8" 22° Bend
120 LF 8" DIP
8" x 6" Reducer
FH
DRAINAGE
ROADWAY DESIGN DIVISION
Computer: A14035
Users: pdhumme
Date: 03-MAR-2015 14:14
Plot: 31417pdd02.dgn
Scale: 1:20

For Details not shown see Sheet 2-L30

| BUILD CURB INLET, PLAN 443-R9 | | | | | |
|---|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | "A" | "Y" |
| 7 | 2006+21 | Lt. | 3'-5" | 4'-3" | 6'-0" |
| 11 | 2010+50 | Rt. | 3'-2" | 2'-8" | 4'-0" |
| 12 | 2011+48 | Rt. | 3'-5" | 4'-7" | 4'-0" |
| 13 | 2011+54 | Lt. | 3'-5" | 4'-7" | 4'-0" |
| 14 | 2011+80 | Rt. | 5'-10" | 4'-7" | 4'-0" |
| 15 | 2011+93 | Lt. | 4'-11" | 4'-7" | 4'-0" |

| BUILD AREA INLET, SPECIAL PLAN 6C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | GRATE TYPE |
| 8 | 2007+65 | Rt. | 2'-9" | E |
| 9 | 2007+68 | Rt. | 4'-0" | E |
| 10 | 2007+78 | Rt. | 2'-0" | E |

| BUILD AREA INLET, SPECIAL PLAN 10C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | GRATE TYPE |
| 7B | 2007+16 | Rt. | 2'-6" | E |
| 10A | 2009+70 | Rt. | 2'-6" | E |
| 10B | 2009+20 | Lt. | 2'-6" | E |
| 10C | 2010+67 | Lt. | 2'-6" | E |

| BUILD STORM SEWER PIPE | | |
|---|---|---|
| NO. | SIZE | DESCRIPTION |
| 8 | 15" x 26' | Type 1, 7 or 8, w/Inlet in Curb Inlet 7. Build Flared End Section on Outlet. 1-13° Elbow. Plan 410-R3. |
| 9 | 18" x 108' Slotted Culvert Pipe | 108' Slotted Culvert Pipe, Type 3, 4 or 5 w/Inlet in Pipe 9B and Outlet in Pipe 9A. |
| 9B | 18" x 4' | Type 3, 4 or 5 w/Inlet in Area Inlet 7B & Outlet in Pipe 9. |
| 10 | 15" x 94' | Type 1, 7 or 8, w/Inlet in Area Inlet 9. Build Flared End Section on Outlet. 1-5° Elbow. Plans 410-R3 & 411-R1. |
| 11 | 15" x 6' | Type 1, 7 or 8, w/Inlet in Area Inlet 8 and Outlet in Area Inlet 9. Plan 411-R1. |
| 12 | 15" x 14' | Type 1, 7 or 8, w/Inlet in Area Inlet 10 and Outlet in Area Inlet 9. |
| 13 | 18" x 38' | Type 1, 7 or 8, w/Inlet in Area Inlet 10A. Build Flared End Section on Outlet. 1-13° Elbow. Plan 410-R3. |
| 14 | 18" x 130' Slotted Culvert Pipe | 130' Slotted Culvert Pipe, Type 3, 4 or 5 w/Inlet in Pipe 14A & Outlet in Pipe 14B. |
| 14A | 18" x 4' | Type 3, 4 or 5 w/Inlet in Area Inlet 10B & Outlet in Pipe 14. |
| 14B | 18" x 4' | Type 3, 4 or 5 w/Inlet in Pipe 14 & Outlet in Area Inlet 10C. |
| 15 | 15" x 28' | Type 1, 7 or 8, w/Inlet in Curb Inlet 11. Build Flared End Section on Outlet. 1-16° Elbow. Plan 410-R3. |
| 16 | 18" x 54' | Type 1, 7 or 8, w/Inlet in Area Inlet 10C. Build Flared End Section on Outlet. 1-5° Elbow. Plan 410-R3. |
| 17 | 18" x 28' | Type 1, 7 or 8, w/Inlet in Curb Inlet 12 and Outlet in Curb Inlet 14. |
| 18 | 18" x 38' | Type 1, 7 or 8, w/Inlet in Curb Inlet 13 and Outlet in Curb Inlet 15. |
| 19 | 18" x 20' | Type 1, 7 or 8, w/Inlet in Curb Inlet 14. Build Flared End Section on Outlet. 1-4° Elbow. Plan 410-R3. |
| 20 | 18" x 28' | Type 1, 7 or 8, w/Inlet in Curb Inlet 15. Build Flared End Section on Outlet. 1-3° Elbow. Plan 410-R3. |
| 49A | 18" x 4' | Type 3, 4 or 5 w/Inlet in Pipe 49 & Outlet in Area Inlet 10A. |

PROFESSIONAL CIVIL ENGINEER
MATT W. BRYANT
E-10936
STATE OF NEBRASKA

DRAINAGE

ROADWAY DESIGN DIVISION
Computer: AM035
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File: 3141tpa003.dgn
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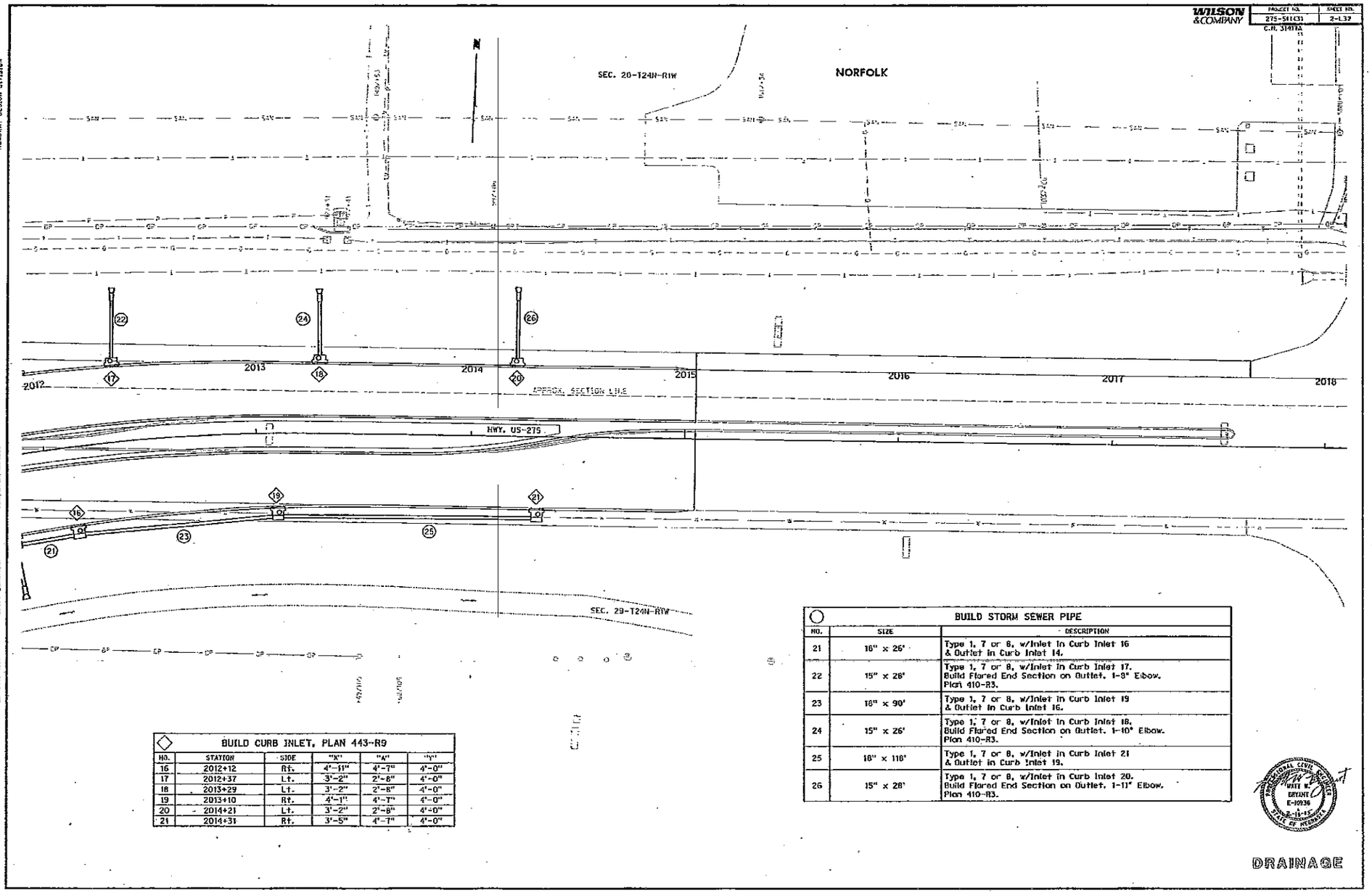
Exhibit "B"

Exhibit "B"




| BUILD CURB INLET, PLAN 443-R9 | | | | | |
|---|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | "A" | "Y" |
| 16 | 2012+12 | Rt. | 4'-11" | 4'-7" | 4'-0" |
| 17 | 2012+37 | Lt. | 3'-2" | 2'-8" | 4'-0" |
| 18 | 2013+29 | Lt. | 3'-2" | 2'-8" | 4'-0" |
| 19 | 2013+10 | Rt. | 4'-1" | 4'-7" | 4'-0" |
| 20 | 2014+21 | Lt. | 3'-2" | 2'-8" | 4'-0" |
| 21 | 2014+31 | Rt. | 3'-5" | 4'-7" | 4'-0" |

| BUILD STORM SEWER PIPE | | |
|---|---|---|
| NO. | SIZE | DESCRIPTION |
| 21 | 18" x 26' | Type 1, 7 or 8, w/Inlet in Curb Inlet 16 & Outlet in Curb Inlet 14. |
| 22 | 15" x 28' | Type 1, 7 or 8, w/Inlet in Curb Inlet 17. Build Flared End Section on Outlet. 1-8° Elbow. Plan 410-R3. |
| 23 | 18" x 90' | Type 1, 7 or 8, w/Inlet in Curb Inlet 19 & Outlet in Curb Inlet 16. |
| 24 | 15" x 26' | Type 1, 7 or 8, w/Inlet in Curb Inlet 18. Build Flared End Section on Outlet. 1-10° Elbow. Plan 410-R3. |
| 25 | 18" x 118' | Type 1, 7 or 8, w/Inlet in Curb Inlet 21 & Outlet in Curb Inlet 19. |
| 26 | 15" x 28' | Type 1, 7 or 8, w/Inlet in Curb Inlet 20. Build Flared End Section on Outlet. 1-11° Elbow. Plan 410-R3. |

PROFESSIONAL CIVIL ENGINEER
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ROADWAY DESIGN DIVISION
Computer: AA1035
Users: gdhummel
Date: 16-FEB-2015 13:17
File: 31417cd001.dgn
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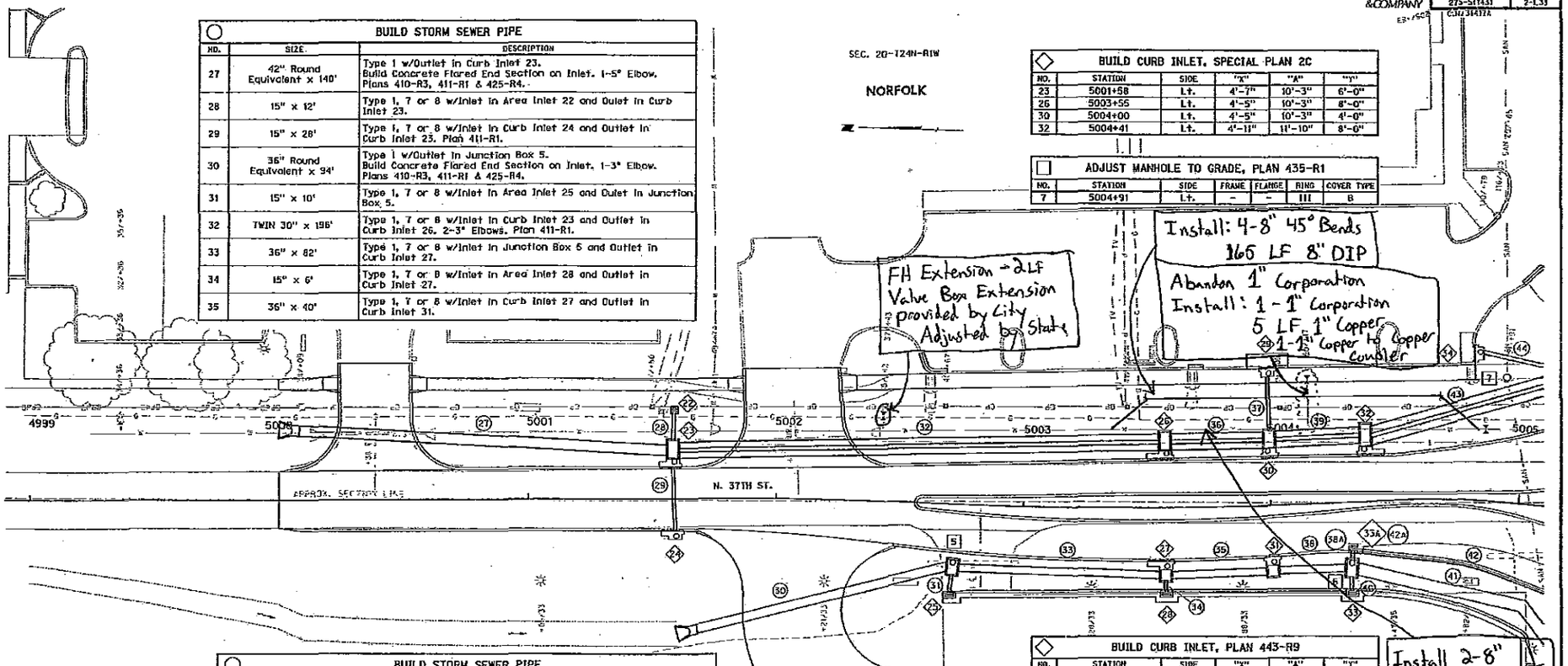
Exhibit B

WILSON & COMPANY

| PROJECT NO. | SHEET NO. |
|---|---|
| 275-511431 | 2-L.33 |




## BUILD STORM SEWER PIPE

| NO. | SIZE | DESCRIPTION |
|---|---|---|
| 27 | 42" Round Equivalent x 140' | Type 1 w/Outlet in Curb Inlet 23. Build Concrete Flared End Section on Inlet. 1-5° Elbow. Plans 410-R3, 411-R1 & 425-R4. |
| 28 | 15" x 12' | Type 1, 7 or 8 w/Inlet in Area Inlet 22 and Outlet in Curb Inlet 23. |
| 29 | 15" x 28' | Type 1, 7 or 8 w/Inlet in Curb Inlet 24 and Outlet in Curb Inlet 23. Plan 411-R1. |
| 30 | 36" Round Equivalent x 94' | Type 1 w/Outlet in Junction Box 5. Build Concrete Flared End Section on Inlet. 1-3° Elbow. Plans 410-R3, 411-R1 & 425-R4. |
| 31 | 15" x 10' | Type 1, 7 or 8 w/Inlet in Area Inlet 25 and Outlet in Junction Box 5. |
| 32 | TWIN 30" x 196' | Type 1, 7 or 8 w/Inlet in Curb Inlet 23 and Outlet in Curb Inlet 26. 2-3° Elbows. Plan 411-R1. |
| 33 | 36" x 82' | Type 1, 7 or 8 w/Inlet in Junction Box 5 and Outlet in Curb Inlet 27. |
| 34 | 15" x 6' | Type 1, 7 or 8 w/Inlet in Area Inlet 28 and Outlet in Curb Inlet 27. |
| 35 | 36" x 40' | Type 1, 7 or 8 w/Inlet in Curb Inlet 27 and Outlet in Curb Inlet 31. |

## BUILD CURB INLET, SPECIAL PLAN 2C

| NO. | STATION | SIDE | "X" | "A" | "Y" |
|---|---|---|---|---|---|
| 23 | 5001+58 | Lt. | 4'-7" | 10'-3" | 6'-0" |
| 26 | 5003+55 | Lt. | 4'-5" | 10'-3" | 8'-0" |
| 30 | 5004+00 | Lt. | 4'-5" | 10'-3" | 4'-0" |
| 32 | 5004+41 | Lt. | 4'-11" | 11'-10" | 8'-0" |

## ADJUST MANHOLE TO GRADE, PLAN 435-R1

| NO. | STATION | SIDE | FRAME | FLANGE | RING | COVER TYPE |
|---|---|---|---|---|---|---|
| 7 | 5004+91 | Lt. | - | - | III | B |

## BUILD STORM SEWER PIPE

| NO. | SIZE | DESCRIPTION |
|---|---|---|
| 36 | TWIN 30" x 40' | Type 1, 7 or 8 w/Inlet in Curb Inlet 26 and Outlet in Curb Inlet 30. |
| 37 | 15" x 22' | Type 1, 7 or 8 w/Inlet in Curb Inlet 29 and Outlet in Curb Inlet 30. |
| 38 | 36" x 28' | Type 1, 7 or 8 w/Inlet in Curb Inlet 31 and Outlet in Junction Box 6. |
| 38A | 18" x 4' | Type 1, 7 or 8 w/Inlet in Area Inlet 33A and Outlet in Junction Box 6. |
| 39 | TWIN 30" x 36' | Type 1, 7 or 8 w/Inlet in Curb Inlet 30 and Outlet in Curb Inlet 32. |
| 40 | 15" x 8' | Type 1, 7 or 8 w/Inlet in Area Inlet 33 and Outlet in Junction Box 6. |
| 41 | 48" Round Equivalent x 94' | Type 1 w/Inlet in Junction Box 6 and Outlet in Junction Box 8. 1-40° Elbow. Plan 425-R4. |
| 42 | 18" x 140' Slotted Culvert Pipe | 140' Slotted Culvert Pipe, Type 3, 4 or 5 w/Inlet in Pipe 42B & Outlet in Pipe 42A. |
| 42A | 18" x 4' | Type 3, 4 or 5 w/Inlet in Pipe 42 & Outlet in Area Inlet 33A. |
| 43 | TWIN 36" x 80' | Type 1, 7 or 8 w/Inlet in Curb Inlet 32 and Outlet in Junction Box 9. |
| 44 | 15" x 32' | Type 1, 7 or 8 w/Inlet in Curb Inlet 34 and Outlet in Junction Box 9. |

## BUILD CURB INLET, PLAN 443-R9

| NO. | STATION | SIDE | "X" | "A" | "Y" |
|---|---|---|---|---|---|
| 24 | 5001+59 | Rt. | 3'-11" | 2'-8" | 6'-0" |
| 27 | 5003+55 | Rt. | 4'-11" | 7'-6" | 8'-0" |
| 29 | 5004+00 | Lt. | 3'-2" | 2'-8" | 4'-0" |
| 31 | 5004+00 | Rt. | 4'-11" | 7'-6" | 4'-0" |
| 34 | 5004+79 | Lt. | 3'-2" | 2'-8" | 4'-0" |

## BUILD JUNCTION BOX, SPECIAL PLAN 3C

| NO. | STATION | SIDE | "X" | "Y x Y1" |
|---|---|---|---|---|
| 5 | 5002+73 | Rt. | 4'-3" | 6' x 4' |
| 6 | 5004+32 | Rt. | 4'-11" | 7' x 4' |

## BUILD AREA INLET, SPECIAL PLAN 6C

| NO. | STATION | SIDE | "X" | GRATE TYPE |
|---|---|---|---|---|
| 22 | 5001+59 | Lt. | 2'-0" | F |
| 25 | 5002+71 | Rt. | 2'-0" | D |
| 28 | 5003+57 | Rt. | 2'-0" | D |
| 33 | 5004+31 | Rt. | 2'-0" | D |

## BUILD AREA INLET, SPECIAL PLAN 10C

| NO. | STATION | SIDE | "X" | GRATE TYPE |
|---|---|---|---|---|
| 33A | 5004+32 | Rt. | 2'-6" | E |

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DRAINAGE

ROADWAY DESIGN DIVISION

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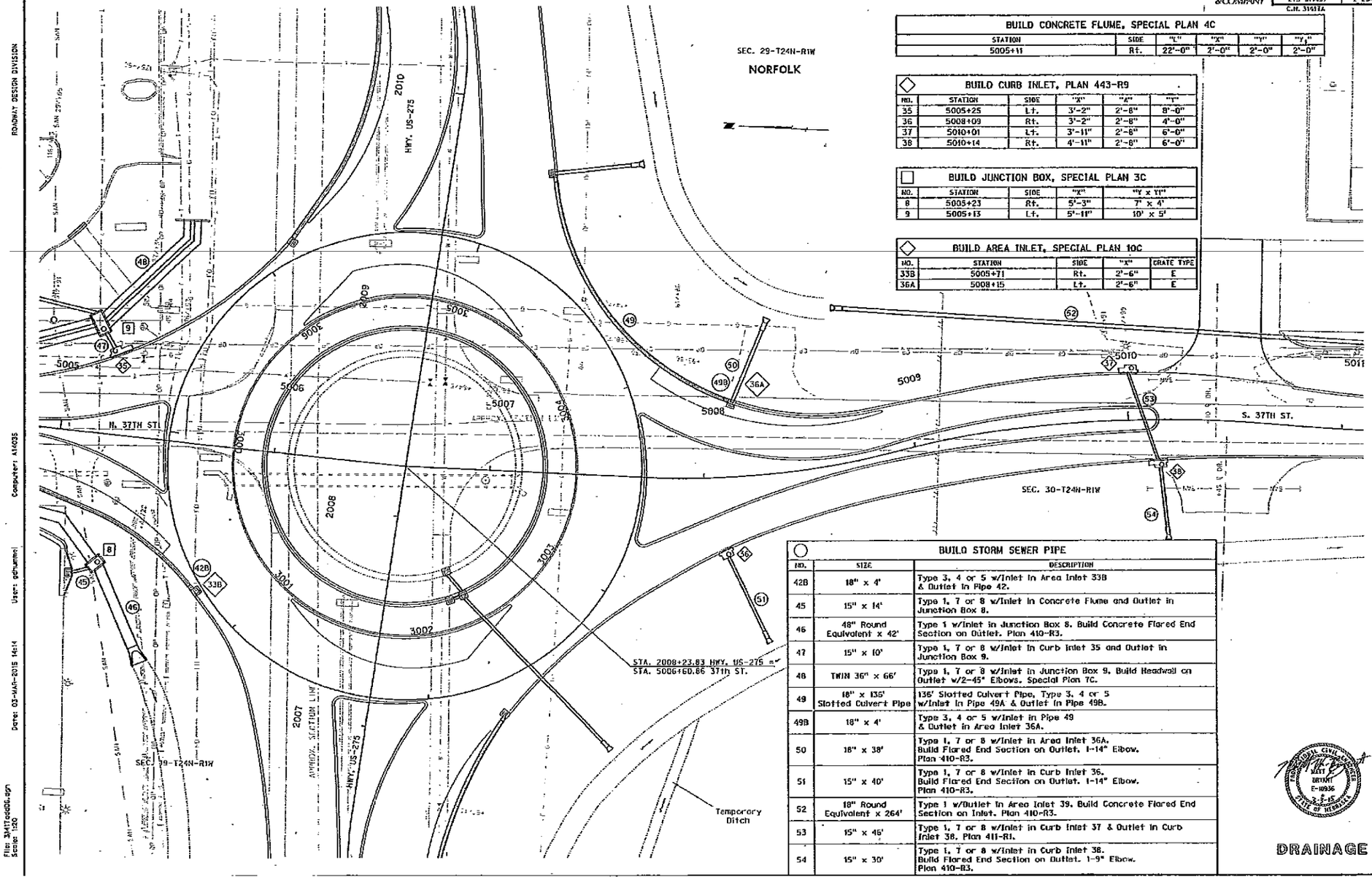
Exhibit "B"

WILSON & COMPANY

| PROJECT NO. | SHEET NO. |
|---|---|
| 275-5(143) | 2-L34 |

C.N. 31417A




| BUILD CONCRETE FLUME, SPECIAL PLAN 4C | | | | | |
|---|---|---|---|---|---|
| STATION | SIDE | "L" | "X" | "Y" | "Z" |
| 5005+11 | Rt. | 22'-0" | 2'-0" | 2'-0" | 2'-0" |

| BUILD CURB INLET, PLAN 443-R9 | | | | | |
|---|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | "A" | "Y" |
| 35 | 5005+25 | Lt. | 3'-2" | 2'-8" | 8'-0" |
| 36 | 5008+09 | Rt. | 3'-2" | 2'-8" | 4'-0" |
| 37 | 5010+01 | Lt. | 3'-11" | 2'-8" | 6'-0" |
| 38 | 5010+14 | Rt. | 4'-11" | 2'-8" | 6'-0" |

| BUILD JUNCTION BOX, SPECIAL PLAN 3C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | "Y x Y1" |
| 8 | 5005+23 | Rt. | 5'-3" | 7' x 4' |
| 9 | 5005+13 | Lt. | 5'-11" | 10' x 5' |

| BUILD AREA INLET, SPECIAL PLAN 10C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | GRATE TYPE |
| 33B | 5005+71 | Rt. | 2'-6" | E |
| 36A | 5008+15 | Lt. | 2'-6" | E |

| BUILD STORM SEWER PIPE | | |
|---|---|---|
| NO. | SIZE | DESCRIPTION |
| 42B | 18" x 4' | Type 3, 4 or 5 w/Inlet in Area Inlet 33B & Outlet in Pipe 42. |
| 45 | 15" x 14' | Type 1, 7 or 8 w/Inlet in Concrete Flume and Outlet in Junction Box 8. |
| 46 | 48" Round Equivalent x 42' | Type 1 w/Inlet in Junction Box 8. Build Concrete Flared End Section on Outlet. Plan 410-R3. |
| 47 | 15" x 10' | Type 1, 7 or 8 w/Inlet in Curb Inlet 35 and Outlet in Junction Box 9. |
| 48 | TWIN 36" x 66' | Type 1, 7 or 8 w/Inlet in Junction Box 9. Build Headwall on Outlet w/2-45° Elbows. Special Plan 7C. |
| 49 | 18" x 136' Slotted Culvert Pipe | 136' Slotted Culvert Pipe, Type 3, 4 or 5 w/Inlet in Pipe 49A & Outlet in Pipe 49B. |
| 49B | 18" x 4' | Type 3, 4 or 5 w/Inlet in Pipe 49 & Outlet in Area Inlet 36A. |
| 50 | 18" x 38' | Type 1, 7 or 8 w/Inlet in Area Inlet 36A. Build Flared End Section on Outlet. 1-14° Elbow. Plan 410-R3. |
| 51 | 15" x 40' | Type 1, 7 or 8 w/Inlet in Curb Inlet 36. Build Flared End Section on Outlet. 1-14° Elbow. Plan 410-R3. |
| 52 | 18" Round Equivalent x 264' | Type 1 w/Outlet in Area Inlet 39. Build Concrete Flared End Section on Inlet. Plan 410-R3. |
| 53 | 15" x 46' | Type 1, 7 or 8 w/Inlet in Curb Inlet 37 & Outlet in Curb Inlet 38. Plan 411-R1. |
| 54 | 15" x 30' | Type 1, 7 or 8 w/Inlet in Curb Inlet 38. Build Flared End Section on Outlet. 1-9° Elbow. Plan 410-R3. |

PROFESSIONAL CIVIL ENGINEER
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3-2-15
STATE OF NEBRASKA

DRAINAGE

ROADWAY DESIGN DIVISION

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Users: gdhumm

Date: 03-MAR-2015 14:14

File: 3N417ed06.dgn
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WILSON & COMPANY

| PROJECT NO. | SHEET NO. |
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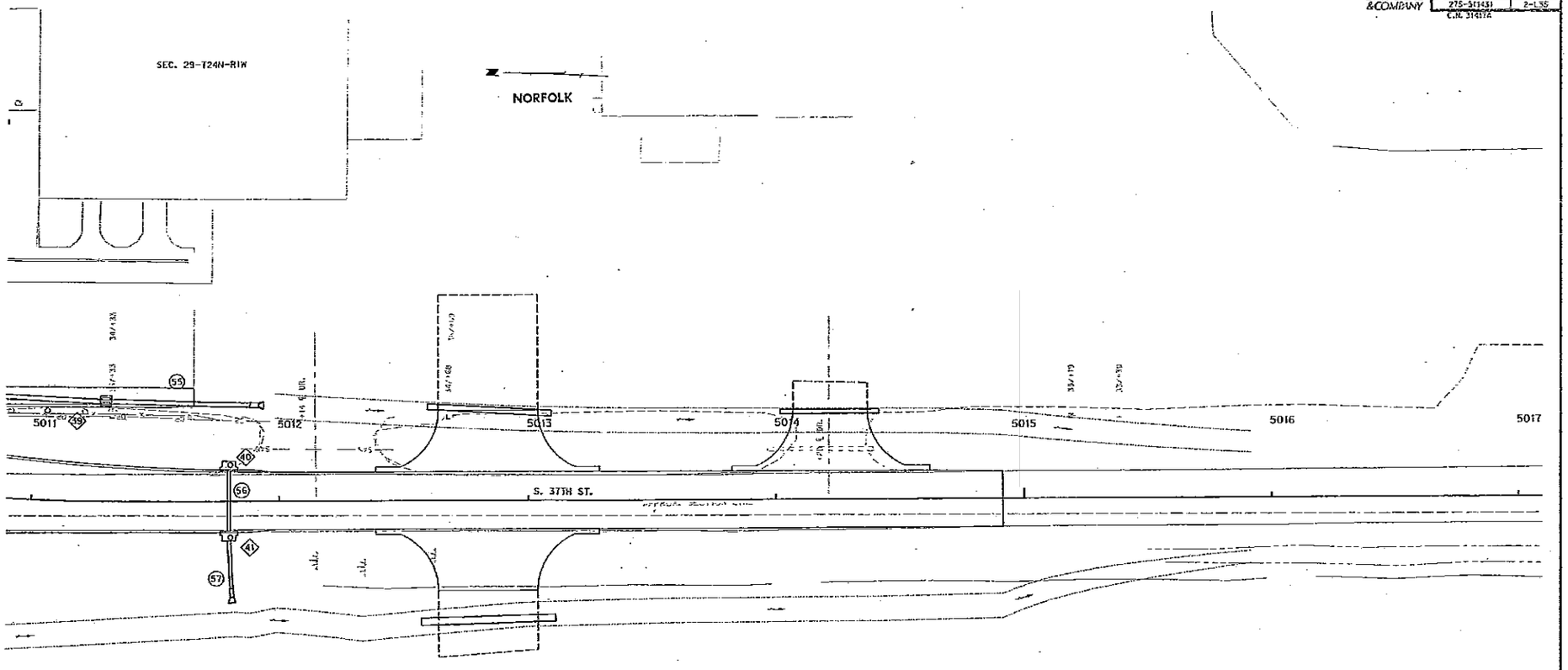
| 275-301431 | 2-L35 |

C.N. 31417A




| LAY DRIVEWAY CULVERT PIPE | | |
|---|---|---|
| STATION | SIDE | DESCRIPTION |
| 5012+84 | Lt. | 24" x 50' Round Equivalent Driveway Culvert Pipe, Type 3, 4 or 5. |
| 5012+84 | Rt. | 30" x 54' Round Equivalent Driveway Culvert Pipe, Type 3, 4 or 5. |
| 5014+22 | Lt. | 18" x 40' Round Equivalent Driveway Culvert Pipe, Type 3, 4 or 5. |

| BUILD AREA INLET, SPECIAL PLAN 6C | | | | |
|---|---|---|---|---|
| NO. | STATION | SIDE | "X" | GRATE TYPE |
| 39 | 5011+30 | Lt. | 2'-3" | A |

| BUILD CURB INLET, PLAN 443-R9 | | | | | |
|---|---|---|---|---|---|
| NO. | STATION | SIDE | "W" | "A" | "Y" |
| 40 | 5011+80 | Lt. | 3'-11" | 2'-8" | 4'-0" |
| 41 | 5011+80 | Rt. | 5'-1" | 2'-8" | 4'-0" |

| BUILD STORM SEWER PIPE | | |
|---|---|---|
| NO. | SIZE | DESCRIPTION |
| 55 | 18" Round Equivalent x 58' | Type 1, w/Inlet in Area Inlet 39. Build Concrete Flared End Section on Outlet. Plan 410-R3. |
| 56 | 15" X 28' | Type 1, 7 or 8 w/Inlet in Curb Inlet 40 & Outlet in Curb Inlet 41. Plan 411-R1. |
| 57 | 15" X 20' | Type 1, 7 or 8 w/Inlet in Curb Inlet 41. Build Flared End Section on Outlet. 1-4" Elbow. Plan 410-R3. |

SEC. 30-T24N-R1W

DRAINAGE

ROADWAY DESIGN DIVISION

Computer: A1035

User: adhummel

Date: 16-FEB-2015 13:17

File: 34417adc07.dgn

Scale: 1:20

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

LEASE AGREEMENT

This Agreement is made and entered into this _____day of July, 2015 by and between the City of Norfolk, Nebraska, a Municipal Corporation of the State of Nebraska, hereinafter referred to as "CITY", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", and WITNESSETH:

WHEREAS, CITY is the owner of green space at the northeast corner of the intersection of 7th Street and Norfolk Avenue in Norfolk, Nebraska; and

WHEREAS, DOWNTOWN desires to lease a portion of the CITY's green space at the northeast corner of the intersection of 7th Street and Norfolk Avenue, for the purpose of erecting thereon a sign with LED message display capabilities.

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

1. LEASED PREMISES. CITY hereby leases to DOWNTOWN and DOWNTOWN hereby leases from CITY the portion of CITY's green space at the intersection of 7th Street and Norfolk Avenue in Norfolk, Nebraska, described as follows:

The South 26 feet of the East 12 feet of Lot 1, Block 3, Golden Spike Addition Phase III, to the City of Norfolk, Madison County, Nebraska, West of the 6th P.M., (said tract contains 312.0 square feet),

hereinafter referred to as the "Leased Premises".

2. TERM. This Lease shall become effective August 1, 2015 for a term of ten (10) years with a termination date of July 31, 2025.

3. RENT. DOWNTOWN shall pay no rent to CITY for use of the Leased Premises, however, as consideration for use of the Leased Premises, DOWNTOWN shall allow CITY to

control one-twelfth (1/12) of the advertising time on DOWNTOWN's electronic advertising sign with LED message display capabilities which sign either has been or will be installed on the Leased Premises. CITY shall use its portion of advertising time for city public service announcements such as snow emergencies, Amber Alerts, and any other announcements CITY deems appropriate.

4. CONDITION OF PREMISES. DOWNTOWN acknowledges that it accepts the premises for lease in its present condition.

5. EXCLUSIVE USE. At all times while this Lease remains in effect, DOWNTOWN shall have exclusive use of the Leased Premises. Further, CITY shall allow DOWNTOWN, at DOWNTOWN's expense, to erect on the Leased Premises a sign with LED message display capabilities. Said sign shall comply with all rules and regulations of the Nebraska Department of Roads applicable to the placement and operation of signage.

6. MATERIALS PLACED ON LEASED PREMISES. All structures, foundations, footings, equipment, and materials placed upon the premises by DOWNTOWN shall remain the property of DOWNTOWN and shall be removed by DOWNTOWN at any time prior to or within a reasonable time after expiration or termination of the term hereof or any extension unless otherwise directed by CITY.

7. EXPIRATION OF LEASE. At the expiration or termination of this Lease, DOWNTOWN agrees to surrender the Leased Premises and to restore the Leased Premises to its original condition by removing the sign and all related electrical connections, equipment, materials, footings, and infrastructure from the Leased Premises unless otherwise directed by CITY.

8. MAINTENANCE. DOWNTOWN shall be responsible for all maintenance of the Leased Premises during the term of this Lease.

9. INSURANCE. In the event DOWNTOWN desires insurance coverage for structures, equipment and materials placed upon the Leased Premises by DOWNTOWN, DOWNTOWN shall be responsible for acquiring said coverage at DOWNTOWN's expense.

10. HOLD HARMLESS/INDEMNIFICATION. DOWNTOWN agrees to hold harmless, defend, and indemnify CITY for any of DOWNTOWN's negligent acts or the negligent acts of DOWNTOWN's agents, subcontractors, employees, or guests or for any liability or claim of liability related to the Leased Premises or any improvements placed thereon.

11. COUNTY ASSESSOR. CITY will provide a copy of this Lease Agreement to the Madison County Assessor as required by *Nebraska Revised Statutes* §77-202.11.

12. TAXES. DOWNTOWN shall be responsible for paying any applicable real estate taxes and/or personal property taxes associated with the property leased hereunder or any improvements thereon.

13. ELECTRICITY. DOWNTOWN shall be responsible for obtaining and paying for electricity to be used on the Leased Premises in a manner consistent with Nebraska Public Power District's rules and regulations. Any electric meter being utilized shall be located directly on the sign or placed on an existing board at a location designated by CITY's engineering division. CITY is aware the DOWNTOWN is attempting to access electricity to power the sign from the Norfolk Salvation Army. In the event said efforts are successful, DOWNTOWN shall provide CITY with a written agreement between DOWNTOWN and the Norfolk Salvation Army. CITY shall in turn provide said agreement to Nebraska Public Power District. Upon receipt by CITY of written acknowledgment from Nebraska Public Power District that the agreement between the Norfolk Salvation Army and DOWNTOWN is authorized by Nebraska Public Power District guidelines and regulations, power to the sign from Norfolk Salvation Army shall be allowed.

14. PERMITS. DOWNTOWN shall be responsible for obtaining all applicable permits including but not limited to city building permits.

15. EXTENSION. This Lease may be extended upon mutual agreement of the parties.

16. ASSIGNMENT. DOWNTOWN shall not assign this Lease Agreement to any third party.

17. LEASED ADVERTISING TIME. CITY understands that DOWNTOWN intends to lease seventy-five percent (75%) of the advertising time on the sign they are erecting to Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska (District), and it is contemplated that said District intends to allow advertisements from individuals and entities located within the boundaries of the District. In the event DOWNTOWN reduces the advertising time available to the District, this Lease shall terminate.

18. RENEWAL. Upon expiration of the original term of this Lease, the Lease shall automatically renew for additional one-year terms so long as DOWNTOWN's sign remains operational. If either party desires to prevent the Lease from going into automatic renewal or to terminate a subsequent renewal term of the Lease, the terminating party shall give written notice of termination to the other party at least fifteen (15) days prior to the expiration of the original or any subsequent Lease term.

19. Any written notices sent pursuant to this Lease Agreement shall be addressed to the parties as follows:

| | |
|---|---|
| CITY: | City of Norfolk<br>Attention: City Clerk<br>309 N. 5th Street<br>Norfolk, NE 68701 |
| DOWNTOWN: | Downtown Norfolk Association, Inc.<br>311 W. Norfolk Avenue, Suite 110<br>Norfolk, NE 68701 |

20. TERMINATION. In the event the Leased Premises are used for any purpose other than the placement and operation of a sign with LED message display capabilities, this Lease may be terminated by CITY. Further, this Lease may be terminated at any time upon mutual agreement of the parties.

21. RECORD. This Agreement shall be filed of record in the office of the Madison County Register of Deeds at DOWNTOWN's expense.

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

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

DOWNTOWN NORFOLK ASSOCIATION INC.,
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, and Elizabeth A. Deck, City Clerk, known to me to be the identical persons who executed the foregoing Lease Agreement and acknowledged the execution thereof to be their voluntary act and deed on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

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

_____
Notary Public

STATE OF NEBRASKA )
) ss
COUNTY OF MADISON )

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

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

_____
Notary Public

STATE OF NEBRASKA )
) ss
COUNTY OF MADISON )

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

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

_____
Notary Public

AGREEMENT

This Agreement is made and entered into this _____ day of July, 2015, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereafter referred to as "VPD", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, City of Norfolk Ordinance No. 2365 enacted September 16, 1974 created Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska, which district is a special taxing district of the City of Norfolk and is commonly referred to as the Vehicle Parking District; and

WHEREAS, DOWNTOWN has installed or is in the process of installing an electronic advertising sign with LED message display capabilities on leased property located at the northeast corner of the intersection of 7th Street and Norfolk Avenue; and

WHEREAS, VPD desires to lease from DOWNTOWN advertising time on DOWNTOWN's sign.

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

1. LEASE. DOWNTOWN shall lease to VPD seventy-five percent (75%) of the advertising time on DOWNTOWN's sign located at the northeast corner of the intersection of 7th Street and Norfolk Avenue.

2. TERM. This Agreement shall become effective September 1, 2015 for a term of ten (10) years with a termination date of August 31, 2025.

3. RENT. VPD shall pay to DOWNTOWN the sum of Thirty Thousand Dollars ($30,000.00) as rent for the VPD's advertising time on DOWNTOWN's sign with said rent to be paid on or before September 30, 2015. In addition, VPD shall pay to DOWNTOWN a monthly fee of Two Thousand Dollars ($2,000.00) payable on the 15th day of each month beginning September 15, 2015. Said rent and monthly fee include all costs for maintenance, electricity, insurance and similar items.

4. VPD ADVERTISING. DOWNTOWN shall allow VPD to sell advertising for its seventy-five percent (75%) of time on DOWNTOWN's sign according to the terms of DOWNTOWN's Electronic Sign Information and Policy, a copy of which is attached hereto as Exhibit "A". DOWNTOWN's Electronic Sign Information and Policy shall not be changed without prior written consent of VPD during the term of this Agreement.

5. DOWNTOWN ADVERTISING. DOWNTOWN shall control the remaining twenty-five percent (25%) of advertising time on DOWNTOWN's sign.

6. ADVERTISING REVENUE. VPD shall retain all advertising revenue collected for its seventy-five percent (75%) of advertising time during the term of this Agreement or any extension thereof.

7. HOLD HARMLESS/INDEMNIFICATION. DOWNTOWN agrees to hold harmless, defend, and indemnify VPD for any of DOWNTOWN's negligent acts or the negligent acts of DOWNTOWN's agents, subcontractors, employees, or guests, or for any liability or claim of liability related to DOWNTOWN's sign or the utilization of DOWNTOWN's sign.

Further, VPD agrees to hold harmless, defend, and indemnify DOWNTOWN for any of VPD's negligent acts or the negligent acts of VPD's agents, subcontractors, employees, or guests, or for any liability or claim of liability related to VPD's utilization of DOWNTOWN's sign.

8. VPD PERFORMANCE. All revenue necessary to perform VPD's requirements under this Agreement shall come solely from Vehicle Offstreet Parking District No. 1 of the City of Norfolk, Nebraska.

9. RENEWAL. Upon expiration of the original term of this Lease, the Lease shall automatically renew for additional one-year terms so long as DOWNTOWN's sign remains operational. If either party desires to prevent the Lease from going into automatic renewal or to terminate a subsequent renewal term of the Lease, the terminating party shall give written notice of termination to the other party at least thirty (30) days prior to the expiration of the original or any subsequent Lease term.

10. Any written notices sent pursuant to this Lease Agreement shall be addressed to the parties as follows:

| | |
|---|---|
| VPD: | Vehicle Offstreet Parking District No. 1<br>of the City of Norfolk, Nebraska<br>Attention: City Clerk<br>309 N. 5th Street<br>Norfolk, NE 68701 |
| DOWNTOWN: | Downtown Norfolk Association, Inc.<br>311 W. Norfolk Avenue, Suite 110<br>Norfolk, NE 68701 |

11. TERMINATION. This Lease may be terminated at any time upon mutual agreement of the parties. Since rent for the VPD's advertising time is prepaid, in the event this Lease is terminated, all unearned rent shall be refunded to VPD within thirty (30) days following termination.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

_____

Elizabeth A. Deck, City Clerk

By_____

Sue Fuchtman, Mayor

Approved as to Form: _____

Clint Schukei, City Attorney

DOWNTOWN NORFOLK ASSOCIATION, INC.,
A Nebraska Nonprofit Corporation

By_____

Title: _____

Printed Name: _____

By_____

Title: _____

Printed Name: _____

EXHIBIT "A"

**Downtown Norfolk Association**
**Downtown Norfolk, Nebraska**
**Electronic Sign Information and Policy**

**Purpose –** The Downtown Norfolk Association hereinafter referred to as "DNA" in an effort to provide a dynamic messaging system for downtown businesses, community groups and non-profit organizations wants to make available space on the electronic sign at 7th St and Norfolk Ave. Space for downtown business advertising will be leased to the Downtown Vehicle Off-Street Parking District No. 1 for the City of Norfolk, Nebraska hereinafter referred to as "VPD". The sign may be utilized by community groups and non-profit organizations to inform the public of events or opportunities to participate in community events. Advertising rates for community groups and non-profits will be charged on a bi-weekly basis. Messages from non-profit and community service entities that provide a clear benefit to the local community will be eligible for posting. Community messages will be considered pending the number of messages for that particular time period. The sign may also be utilized for Amber alerts, Emergency notifications and other notifications from the City of Norfolk. Please be advised that, in case of emergency, the DNA reserves the right to change or alter the messages on the sign for the benefit of the public good and safety.

**Responsibility –** It will be the responsibility of the DNA to manage and post these messages to the electronic sign. If there are any questions regarding whether or not a group requesting use of the sign is authorized per this policy, or regarding content of a message, the DNA will make a decision regarding the request according to DNA guidelines/and at the DNA's discretion.

**Policy –**

- The DNA and its lessee the"VPD" will have priority over all other requests.
- Organizations must clearly serve or promote an educational, charitable, or public service event or purpose.
- Requests for use of the electronic sign from for profit businesses located outside the physical boundaries the Vehicle Off-Street Parking District No.1 of the City of Norfolk, Nebraska will be denied.
- Political and religious organizations may post events. However, posting of political or religious messages will denied.
- No personal requests will be posted on the electronic sign, e.g., birthdays, engagements, births, weddings, etc.
- Message requests must be submitted on the electronic Sign Request Form a minimum of 10 business days prior to the requested posting date and will be posted no earlier than two weeks prior to the event.
- Payment for all ads shall be made payable to the Downtown Norfolk Association and must accompany ad form. Ad form and payment should be sent attention Downtown Norfolk Association, Midwest Music Center, 311 W Norfolk Ave, Norfolk, Nebraska 68701.
- The form for ads is available at http://TheRiverPoint.com. The ad form must be completed legibly and in its entirety to be considered. When complete email to Sign@TheRiverPoint.com. All Payments must be received within 10 business days of emailing ad to be included on the next month's sign rotation. No ads will be posted on sign without payment being received at Midwest Music Center.

- Messages for entities other than the DNA and will remain on the board no longer than two weeks unless otherwise approved by the DNA. This policy term does not apply to lessee the "VPD". The "VPD" will operate under the terms of its own policy.
- The DNA has the sole discretion to accept or reject the request and/ or the content of the message, as well as the ability to alter the text accordingly to fit the sign design.
- Messages shall not contain profanity or intolerant content relating to race, religion, sex, national origin or ethnicity.
- The DNA does not guarantee that a message will be placed on the sign.
- In the event that there are several requests for any given time period, the requests will be considered on a first come first served basis and at the discretion of the DNA.
- Bumped ads will run in the next ad cycle, have the ad time credited for later run or have ad payment refunded.
- Each message will appear on the sign for 10 seconds at a time.
- The sign will be illuminated 24 hours a day.
- Above all the DNA will have final say in all matters governing management of the community group and non-profit use of the electronic sign. Any questions regarding this management will be reviewed by the DNA.

**Sign Information –**

- Double sided full color electronic message sign at the corner of 7th St. and Norfolk Ave. (sits parallel to 7th St.)
- Electronic message board is approximately 30" x 90".
- The total number of characters on each message shall not exceed 7 words, or 1 frame.
- Traffic count averages 7,665 vehicles per day.
- Frames will display for 10 seconds each. There will 360 frames per hour, totaling 8,640 frames in a 24 hour period. The ad frequency is dependent on the number of advertisers using the sign. Each message is allowed 1 frame (10 sec.)
  By example if there are 6 advertisers with 2 different ads running in the rotation an ad will be seen every 2 minutes. Each ad will be seen 720 times in a 24 hr period. The ads will be displayed for a total of 120 minutes per day.

**Best Practices –**

- Do use text and logo images. Do not use complex images that will not display clearly in resolution.
- Do use bold face type with a contrasting outline. Do keep message to 3 lines of text. The larger the letters the more visible they will be.
- Do make each frame a complete thought. Do not rely on the public seeing both frames for the message to be effective.

**Prices –**

**Bi-Weekly Rate: $60.00**

**Week begins: 12:01 AM Sundays and ends 11:59 PM Saturdays.**

**Advertising Terms –**

Full payment must accompany the first ad and all ads thereafter. Further advertising must be paid in full according to the terms that are stated. Advertiser and/or Agency hereby agree(s) to abide by the terms stated herein; to furnish advertisements within the published deadlines; to meet payment schedules & terms; and to hold the DNA harmless from any and all liability.

**Ads –**

**All completed ads must be submitted to the DNA at Sign@TheRiverPoint.com at least 15 days prior to being displayed on sign. The DNA is not responsible for the design of the ad.** (the DNA can refer advertiser(s) to those who can build an ad)

**Advertisers Proofs –**

When advertisers change their ad copy, the change will be made and confirmed by the DNA via email. It is the advertisers' responsibility to immediately call or email the DNA to note errors in ad copy. If the DNA does not hear from advertiser within 24 hours affirming the correctness of content, the design, layout and spelling/punctuation in the ad, or noting errors of the same in the ad, the ad will not be posted on the electronic sign.

The advertiser is solely responsible for graphic and text content. The DNA does not review for copyright or licensing rights.

The advertiser shall not use graphic or text content that competes with the downtown and/or its businesses.

**Compensation –**

If errors are discovered after the ad has gone to the sign, the DNA will not be held responsible for said errors because proofs were supplied to the advertiser and advertiser is responsible to contact DNA ad office and request corrections and copy changes. The DNA will, however, assist advertiser in getting the ad corrected as quickly as possible after the VPD is notified of errors. There will be a $25.00 fee for a correction on the electronic sign.

This policy approved by the Downtown Norfolk Association and it Directors on this _____day of _____, 2015.

Representative:

_____

Chad Barnhill, Chairman
Downtown Norfolk Association

**Vehicle Parking District**
**Downtown Norfolk, Nebraska**
**Electronic Sign Information and Policy**

**Purpose –** The Downtown Vehicle Off-Street Parking District No.1 of the City Of Norfolk, Nebraska hereinafter referred to as "VPD" in an effort to provide a dynamic messaging system for the downtown, its businesses, and the community, wants to make available its leased space on the electronic sign at 7th St and Norfolk Ave. The sign will post messages for the benefit of the Downtown and Downtown Businesses may purchase ad space on the sign to inform the public about their particular business or special event at their business. The sign may also be utilized for Amber alerts, Emergency notifications and other notifications from the City of Norfolk. Please be advised that, in case of emergency, the VPD reserves the right to change or alter the messages on the sign for the benefit of the public good and safety.

**Responsibility –** It will be the responsibility of the VPD to manage and post downtown businesses messages to the electronic sign. If there are any questions regarding the content of a business's message, the VPD will make a decision regarding the request according to VPD guidelines/and at the VPD's discretion.

**Policy –**

- Only the VPD and businesses within the VPD may post on the space the VPD has leased on the electronic sign.
- Requests for use of the electronic sign from businesses outside the VPD will be denied.
- No personal requests will be posted on the electronic sign, e.g., birthdays, engagements, births, weddings, etc.
- Payment for all ads shall be made payable to Vehicle Parking District #1 and must accompany ad form. Ad form and payment should be sent attention Vehicle Parking District #1 Norfolk Area Chamber Office 609 W Norfolk Ave, Norfolk Nebraska 68701.
- The form for business ads is available at http;//TheRiverPoint.com. The ad form must be completed legibly and in its entirety. When complete email to Sign@TheRiverPoint.com. All Payments must be received within 10 business days of emailing ad to be included on the next month's sign rotation. No ads will be posted on sign without payment being received at Norfolk Area Chamber Office.
- The VPD has the sole discretion to accept or reject the request and/ or the content of the message, as well as the ability to alter the text accordingly to fit the sign design.
- Messages shall not contain profanity or intolerant content relating to race, religion, sex, national origin or ethnicity.
- Businesses can purchase as many as two monthly ads or as little as a bi-weekly ad and will be limited by space available on a first come, first served basis. In situations where all ad spots are reserved, ads beyond one could be bumped should an advertiser request a first ad spot. This will be at the discretion of the VPD board.
- Bumped ads will run in the next ad cycle, have the ad time credited for later run or have ad payment refunded.
- Each message will appear on the sign for 10 seconds at a time.
- The sign will be illuminated 24 hours a day.

- Above all the VPD board will have final say in all matters governing management of the electronic sign. Any questions regarding management will be reviewed by a sub-committee consisting of 3 VPD board members and /or the full VPD board.

**Sign Information –**

- Double sided full color electronic message sign at the corner of 7th St. and Norfolk Ave. (sits parallel to 7th St.)
- Electronic message board is approximately 30" x 90".
- The total number of characters on each message shall not exceed 7 words, or 1 frame.
- Traffic count averages 7,665 vehicles per day.
- Frames will display for 10 seconds each. There will 360 frames per hour, totaling 8,640 frames in a 24 hour period. The ad frequency is dependent on the number of advertisers using the sign. Each message is allowed 1 frame (10 sec.)
  By example if there are 6 advertisers with 2 different ads running in the rotation an ad will be seen every 2 minutes. Each ad will be seen 720 times in a 24 hr period. The ads will be displayed for a total of 120 minutes per day.

**Best Practices –**

- Do use text and logo images. Do not use complex images that will not display clearly in resolution.
- Do use bold face type with a contrasting outline. Do keep message to 3 lines of text. The larger the letters the more visible they will be.
- Do make each frame a complete thought. Do not rely on the public seeing both frames for the message to be effective.

**Prices –**

**Monthly Rate: $250.00**
**Bi-Weekly Rate: $130.00**

**Week begins: 12:01 AM Sundays and ends 11:59 PM Saturdays. Monthly ads change at the beginning of each month.**

**Advertising Terms –**

Full payment must accompany the first ad and all ads thereafter. Further advertising must be paid in full according to the terms that are stated. Advertiser and/or Agency hereby agree(s) to abide by the terms stated herein; to furnish advertisements within the published deadlines; to meet payment schedules & terms; and to hold the VPD harmless from any and all liability.

**Ads –**

**All completed ads must be submitted to the VPD at Sign@TheRiverPoint.com at least 15 days prior to being displayed on sign.**

**Advertisers Proofs –**

When advertisers change their ad copy, the change will be made and confirmed by the VPD via email. It is the advertisers' responsibility to immediately call or email the VPD to note errors in ad copy. If the VPD does not hear from advertiser within 24 hours affirming the correctness of content, the design, layout and spelling/punctuation in the ad, or noting errors of the same in the ad, the ad will not be posted on the electronic sign.

The advertiser is solely responsible for graphic and text content. The VPD does not review for copyright or licensing rights.

**Compensation –**
If errors are discovered after the ad has gone to the sign, the VPD will not be held responsible for said errors because proofs were supplied to the advertiser and advertiser is responsible to contact VPD ad office and request corrections and copy changes. The VPD will, however, assist advertiser in getting the ad corrected as quickly as possible after the VPD is notified of errors. There will be a $25.00 fee for a correction on the electronic sign.

Policy approved by the Downtown Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska Board of Directors on this _____day of _____, 2015.

Representative:

_____
Connie J. Geary, Chairman
Downtown Vehicle Off-Street Parking District No. 1
City of Norfolk, Nebraska

**FUND REVENUE DETAIL** **FUND CODE: 604**

| 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** | 2,938,520 | 3,430,960 | 3,982,191 | 3,747,534 | 3,564,173 | (183,361) | (4.89%) |
| | **Intergovernmental Revenues** | | | | | | | |
| 34310 | Other State Funding | - | - | 1,009 | - | - | - | - |
| | **Total Intergovernmental Revenues** | - | - | 1,009 | - | - | - | - |
| | **Charges for Services** | | | | | | | |
| 36701 | Use Fees | 2,245,454 | 2,308,995 | 2,613,785 | 2,358,698 | 2,467,418 | 108,720 | 4.61% |
| | **Total Charges for Services** | 2,245,454 | 2,308,995 | 2,613,785 | 2,358,698 | 2,467,418 | 108,720 | 4.61% |
| | **Rent & Other Revenue** | | | | | | | |
| 37408 | Late Charges | 30 | 3 | 18 | - | - | - | - |
| | **Total Rent & Other Revenue** | 30 | 3 | 18 | - | - | - | - |
| | **Interest Income** | | | | | | | |
| 38801 | Other Interest Income | (18) | 8,496 | 7,323 | 7,900 | 4,600 | (3,300) | (41.77%) |
| | **Total Interest Income** | (18) | 8,496 | 7,323 | 7,900 | 4,600 | (3,300) | (41.77%) |
| | **Total Revenue** | 2,245,466 | 2,317,494 | 2,622,135 | 2,366,598 | 2,472,018 | 105,420 | 4.45% |
| | **Total Funds Available** | 5,183,986 | 5,748,454 | 6,603,317 | 6,114,132 | 6,036,191 | (77,941) | (1.27%) |

**FUND BUDGET CALCULATION** **FUND CODE: 604**

| Code | Description | | | | | Amount |
|---|---|---|---|---|---|---|
| | BALANCE BROUGHT FORWARD | | | | | 3,564,173 |
| | Estimated balance as of October 1, 2015. | | | | | |
| | Total Restricted | | | | | - |
| | Unrestricted Balance | | | | | 3,564,173 |
| | CHARGES FOR SERVICES | | | | | |
| 36701 | Use Fees | 102,782 | Ton | @ | $24.00 | 2,466,768 |
| | Special Wastes | 50 | Ton | @ | $13.00 | 650 |
| | TOTAL CHARGES FOR SERVICES | | | | | 2,467,418 |
| | INTEREST INCOME | | | | | |
| 38001 | Other Interest Income | | | | | |
| | Estimate of interest to be earned. | | | | | 4,600 |
| | TOTAL INTEREST INCOME | | | | | 4,600 |
| | **TOTAL FUNDS AVAILABLE** | | | | | **6,036,191** |

**DEPARTMENT EXPENDITURE DETAIL** **DEPARTMENT CODE: 229**

| 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 | 59,653 | 61,398 | 64,564 | 69,619 | 56,964 | (12,655) | (18.18%) |
| 13 | Group Insurance | 25,952 | 7,433 | 242 | 12,747 | - | (12,747) | (100.00%) |
| 14 | Pension | 3,579 | 3,991 | 4,051 | 4,525 | 3,987 | (538) | (11.89%) |
| 15 | FICA | 4,351 | 4,478 | 4,380 | 5,326 | 4,358 | (968) | (18.17%) |
| 16 | Worker's Compensation | 731 | 838 | 808 | 742 | 752 | 10 | 1.35% |
| | **Total Personnel Costs** | 94,266 | 78,137 | 74,045 | 92,959 | 66,061 | (26,898) | (28.94%) |
| | **Operating Supplies and Materials** | | | | | | | |
| 24 | Vehicular Fuel & Lube | 1,427 | 1,503 | 1,594 | 2,275 | 1,610 | (665) | (29.23%) |
| 26 | Minor Apparatus & Tools | - | - | - | 500 | 500 | - | - |
| | **Total Operating Supplies & Mat.** | 1,427 | 1,503 | 1,594 | 2,775 | 2,110 | (665) | (23.96%) |
| | **Other Operating Costs** | | | | | | | |
| 31 | Rent | 664 | 682 | 682 | 720 | 720 | - | - |
| 32 | Disposal Fees | 975,400 | 995,802 | 1,075,782 | 1,006,348 | 1,030,131 | 23,783 | 2.36% |
| | **Total Other Operating Costs** | 976,064 | 996,484 | 1,076,464 | 1,007,068 | 1,030,851 | 23,783 | 2.36% |
| | **Utilities & Maintenance** | | | | | | | |
| 41 | Electricity | 2,178 | 2,426 | 2,161 | 4,000 | 4,000 | - | - |
| 46 | Bldg., Ground,& Plant Maintenance | 2,803 | 5,918 | 5,262 | 14,200 | 14,850 | 650 | 4.58% |
| 47 | Machinery & Vehicle Maintenance | - | - | 251 | - | 500 | 500 | 100.00% |
| 48 | Office Equipment Maintenance | 250 | 1,750 | 332 | 1,500 | 1,500 | - | - |
| | **Total Utilities & Maintenance** | 5,231 | 10,094 | 8,006 | 19,700 | 20,850 | 1,150 | 5.84% |
| | **Legislative Affairs** | | | | | | | |
| 53 | Travel & Conference | 355 | 570 | 356 | 4,620 | 4,695 | 75 | 1.62% |
| 55 | Dues & Publications | 685 | 1,148 | 964 | 765 | 945 | 180 | 23.53% |
| | **Total Legislative Affairs** | 1,040 | 1,718 | 1,320 | 5,385 | 5,640 | 255 | 4.74% |

**DEPARTMENT EXPENDITURE DETAIL** **DEPARTMENT CODE: 229**

| 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) |
|---|---|---|---|---|---|---|---|---|
| | **Other Admin. & Overhead** | | | | | | | |
| 61 | Insurance | 9,760 | 8,042 | 9,000 | 14,500 | 14,500 | - | - |
| 62 | Telephone & Teletype | 421 | 430 | 430 | 1,500 | 1,500 | - | - |
| 63 | Postage | 225 | 228 | 242 | 1,000 | 1,000 | - | - |
| 64 | Office Supplies | 988 | 277 | 560 | 2,310 | 2,310 | - | - |
| 65 | Legal Notices & Advertising | 100 | 160 | 462 | 500 | 500 | - | - |
| 68 | Other Professional Fees | 182,112 | 125,860 | 237,300 | 252,418 | 229,851 | (22,567) | (8.94%) |
| | **Total Other Admin. & Overhead** | 193,606 | 134,997 | 247,994 | 272,228 | 249,661 | (22,567) | (8.29%) |
| | **Gov't Subsidies & Transfers** | | | | | | | |
| 78 | Intrafund Oper. Transfer Out | 156,295 | 157,188 | 257,654 | 274,700 | 268,400 | (6,300) | (2.29%) |
| | **Total Gov't Subsidies & Trans.** | 156,295 | 157,188 | 257,654 | 274,700 | 268,400 | (6,300) | (2.29%) |
| | **Capital Outlay** | | | | | | | |
| 82 | Building & Improvements | - | - | - | - | 1,000 | 1,000 | 100.00% |
| 84 | Machinery & Equipment | - | 60,664 | 7,629 | 4,700 | 1,100 | (3,600) | (76.60%) |
| 87 | Infrastructure | - | - | 120,000 | 70,000 | 3,370,000 | 3,300,000 | 4714.29% |
| | **Total Capital Outlay** | - | 60,664 | 127,629 | 74,700 | 3,372,100 | 3,297,400 | 4414.19% |
| | **Debt Service** | | | | | | | |
| 91 | Debt Service - Principal | 280,000 | 285,000 | 1,205,000 | 290,000 | - | (290,000) | (100.00%) |
| 92 | Debt Service - Interest | 45,098 | 40,478 | 39,438 | 34,778 | - | (34,778) | (100.00%) |
| | **Total Debt Service** | 325,098 | 325,478 | 1,244,438 | 324,778 | - | (324,778) | (100.00%) |
| | **Total Expenditures** | 1,753,026 | 1,766,262 | 3,039,144 | 2,074,293 | 5,015,673 | 2,941,380 | 141.80% |
| | **Ending Balance** | 3,430,960 | 3,982,191 | 3,564,173 | 4,039,839 | 1,020,518 | (3,019,321) | (74.74%) |
| | **Total Funds Accounted For** | 5,183,986 | 5,748,454 | 6,603,317 | 6,114,132 | 6,036,191 | (77,941) | (1.27%) |

| Code | Description | | | | Amount |
|---|---|---|---|---|---|
| **10** | **PERSONNEL COSTS** | | | | |
| 11 | SALARIES & WAGES | | | | |
| | Average Monthly Salary | | | | |
| | $ | 4,747 | x | 12 | 56,964 |
| | TOTAL SALARIES | | | | 56,964 |
| 14 | PENSION | | | | |
| | $ 56,964 | | x | 7% | 3,987 |
| | TOTAL PENSION | | | | 3,987 |
| 15 | FICA | | | | |
| | $ 56,964 | | x | 7.65% | 4,358 |
| | TOTAL FICA | | | | 4,358 |
| 16 | WORKER'S COMPENSATION | | | | |
| | Avg. Mo. | $ 62.65 | x | 12 | 752 |
| | TOTAL WORKER'S COMP. | | | | 752 |
| | **TOT. PERS. COSTS** | | | | **66,061** |
| **20** | **OPER. SUP. AND MATERIALS** | | | | |
| 24 | VEHICULAR FUEL & LUBE | | | | |
| | Unleaded | 700 x | $ 2.30 | | 1,610 |
| | TOTAL VEHIC. FUEL&LUBE | | | | 1,610 |
| 26 | MINOR APPARATUS & TOOLS | | | | |
| | Miscellaneous Supplies | | | | 500 |
| | TOTAL MINOR APP & TOOLS | | | | 500 |
| | **TOTAL OPER. SUP. & MAT.** | | | | **2,110** |
| **30** | **OTHER OPERATING COSTS** | | | | |
| 31 | RENT | | | | |
| | Water Filtration System | | | | |
| | Mo. Rent | $ 60 | x | 12 | 720 |
| | TOTAL RENT | | | | 720 |

| Code | Description | | | | Amount |
|---|---|---|---|---|---|
| 32 | DISPOSAL FEES | | | | |
| | FY 13/14 Actual | | | | |
| | | Norfolk | | 31537 | |
| | | Fremont | | 26897 | |
| | | Columbus | | 21447 | |
| | | Pilger | | 387 | |
| | | Oakland | | 702 | |
| | | Newman Grove | | 7262 | |
| | | Other | | 8732 | |
| | Total | | | 96964 | |
| | % Projected Incr | | 0.06 | 102782 | |
| | Operating contract | | | | |
| | 4 | Variable Base | | | |
| | 480000 | Fixed Base | | | |
| | Adjustment | | 0 | | |
| | Variable Fee | | | 4 | 411,128 |
| | Fixed Fee | | | | 480,000 |
| | $/ton State Fee @ | | | 1 | 128,478 |
| | Special Waste Handling | | | | |
| | 50 | ton | x | 11 | 525 |
| | Hazardous Wastes | | | | |
| | Test, Ship, Dispose | | | | 10,000 |
| | TOTAL DISPOSAL FEES | | | | 1,030,131 |
| | **TOT. OTH OPER COSTS** | | | | **1,030,851** |
| **40** | **UTILITIES AND MAINTENANCE** | | | | |
| 41 | ELECTRICITY | | | | |
| | | | | | 4,000 |
| | TOTAL ELECTRICITY | | | | 4,000 |
| 46 | BLDG,GRND&PLANT MAINT | | | | |
| | Building | | | | 500 |
| | Portable gas monitor | | | | 1,500 |
| | Vactor rental | | | | 650 |
| | Well Pumps | | | | 5,000 |

| Code | Description | | | | Amount |
|---|---|---|---|---|---|
| | Janitorial Supplies | | | | 500 |
| | HVAC Repairs | | | | 500 |
| | Plumbing Repairs | | | | 200 |
| | Scale Service | | | | 6,000 |
| | TOTAL BLDG,GRND MAINT | | | | 14,850 |
| 47 | MACHINERY & VEHICLE MAINT. | | | | |
| | Miscellaneous | | | | 500 |
| | TOTAL MACH. & VEHICLE MAINT. | | | | 500 |
| 48 | OFFICE EQUIP.MAINT. | | | | |
| | Security System | | | | 1,000 |
| | Computer & Telephone | | | | 500 |
| | TOT.OFF.EQUIP.MAINT. | | | | 1,500 |
| | **TOTAL UTIL.& MAINT.** | | | | **20,850** |
| **50** | **LEGISLATIVE AFFAIRS** | | | | |
| 53 | TRAVEL AND CONFERENCE | | | | |
| | Mileage | 5000 @ | $ 0.575 | | 2,875 |
| | MOLO Training | | | | 400 |
| | NESWANA Conference | | | | |
| | Mileage | | | | 120 |
| | Hotel | | | | 500 |
| | Meals | | | | 200 |
| | Registration | | | | 600 |
| | TOTAL TRAVEL & CONF | | | | 4,695 |
| 55 | DUES & PUBLICATIONS | | | | |
| | SWANA dues for 3 employees | | | | 600 |
| | Water & Recycling News | | | | 75 |
| | Newspaper Subscription | | | | 270 |
| | TOTAL DUES & PUBLICATIONS | | | | 945 |
| | **TOTAL LEG. AFFAIRS** | | | | **5,640** |

**DEPARTMENT EXPENDITURE DETAIL** **DEPARTMENT CODE: 229**

| Code | Description | Amount |
|---|---|---|
| **60** | **OTHER ADMIN. & OVERHEAD** | |
| 61 | INSURANCE | |
| | Property and General Liability | 14,000 |
| | Public Official Bond | 500 |
| | TOTAL INSURANCE | 14,500 |
| 62 | TELEPHONE & TELETYPE | |
| | Telephone | 600 |
| | Internet | 900 |
| | TOTAL TELE.&TELETYPE | 1,500 |
| 63 | POSTAGE | 1,000 |
| | TOTAL POSTAGE | 1,000 |
| 64 | OFFICE SUPPLIES | |
| | Printing & copying | 200 |
| | Software | 500 |
| | Computer Supplies | 300 |
| | Miscellaneous Materials | 550 |
| | Weight tickets | |
| | 8 Case x $ 95 | 760 |
| | TOT. OFFICE SUPPLIES | 2,310 |
| 65 | LEGAL NOTICES&ADVERTISE | |
| | | 500 |
| | TOTAL LEG. NOT.& ADVER. | 500 |
| 68 | OTHER PROFESSIONAL FEES | |
| | 50% Scale Software Service Fee | 500 |
| | Stanton Co. Host Fee | 72,145 |
| | Clarkson VFD Donation | 750 |
| | School District In-Lieu-of-tax fee | 3,800 |
| | NDEQ Annual Operating Fee | 7,500 |
| | Permit Modification Fee | 7,500 |

| Code | Description | Amount |
|---|---|---|
| | Norfolk Administrative Services (CPI Adjusted) | |
| | | 38,922 |
| | Groundwater Monitoring (CPI Adjusted) | |
| | | 38,070 |
| | Audit | 5,500 |
| | Attorney | 5,000 |
| | Drug Screen 1 x $ 35 | 35 |
| | Emission Inventory & GHG Report | 3,779 |
| | Emission Inventory fee | 900 |
| | Fremont National Bank Annual Fee | 450 |
| | Tier II LFG | 25,000 |
| | Legislative Activities | 20,000 |
| | TOTAL OTHER PROF.FEES | 229,851 |
| | **TOTAL OTH.ADMIN&OV.** | **249,661** |
| **70** | **GOV'T SUBSIDIES & TRANSFERS** | |
| 78 | INTERFUND OPER. TRANSFER OUT | |
| | Financial Assurance Fund | 268,400 |
| | TOTAL INTERFUND OP. TRAN. | 268,400 |
| | **TOTAL GOV'T SUBSIDIES** | |
| | **& TRANSFERS** | **268,400** |
| **80** | **CAPITAL OUTLAY** | |
| 82 | BUILDING & IMPROVEMENTS | |
| | Information sign at Entrance | 1,000 |
| | TOTAL BUILDING & IMPROVEMENTS | 1,000 |
| 84 | MACHINERY & EQUIPMENT | |
| | Lawn Mower | 600 |
| | Snow Blower | 500 |
| | TOTAL MACHINERY & EQUIPMENT | 1,100 |
| 87 | INFRASTRUCTURE | |
| | Engineering for Cell 5 | 165,000 |
| | Extend Depth of Test Well | 5,000 |

| Code | Description | Amount |
|---|---|---|
| | Construction of Cell 5 | 3,200,000 |
| | TOTAL INFRASTRUCTURE | 3,370,000 |
| | **TOT. CAPITAL OUTLAY** | **3,372,100** |
| | **TOT. EXP.** | **5,015,673** |
| | **ENDING BALANCE** | **1,020,518** |
| | TOTAL RESTRICTED | - |
| | **UNRESTRICTED BALANCE** | **1,020,518** |
| | **TOTAL FUND ACCT. FOR** | **6,036,191** |

**NE NEBR SOLID WASTE COALITION**

**GENERAL FUND**

**DIVISION PERSONNEL ROSTER** **DIVISION CODE: 229**

| Name | Position | Date of Hire | Grade & Step 10/1 /15 | Monthly Wage | Merit Increase D a t e | Merit Grade /Step | Monthly New Wage | Monthly Ave. Wage |
|---|---|---|---|---|---|---|---|---|
| Kucera, David | Scale Clerk | 10/26/95 | 10 H | 1,723 | 5 -1 | 10 H | 1,723 | 1,723 |
| Kingsley, Deborah | Scale Clerk | 10/26/95 | 10 H | 1,723 | 5 -1 | 10 H | 1,723 | 1,723 |
| Droescher, Annie | Scale Clerk | 01/26/15 | 10 B | 1,301 | 8 -1 | 10 C | 1,362 | 1,301 |
| Total | | | | | | | 4,747 | 4,747 |

**NE NEBR SOLID WASTE COALITION**

**GENERAL FUND**

**FUND REVENUE DETAIL** **FUND CODE: 804**

| Code | Description | 2012-2013 Actual Revenues | 2013-2014 Actual Revenues | 2013-2014 Estimated Revenues | 2014-2015 Budget | 2015-2016 Budget | Dollar Increase (Decrease) | Percent Increase (Decrease) |
|---|---|---|---|---|---|---|---|---|
| | **Balance Brought Forward** | 4,718,442 | 5,124,373 | 5,549,437 | 5,534,222 | 6,063,400 | 529,178 | 9.56% |
| | **Other Interest Income** | | | | | | | |
| 38801 | Other Interest Income | 249,636 | 267,876 | 256,309 | 259,200 | 243,600 | (15,600) | (6.02%) |
| | **Total Other Interest Income** | 249,636 | 267,876 | 256,309 | 259,200 | 243,600 | (15,600) | (6.02%) |
| | **Non-Revenue Receipts** | | | | | | | |
| 39101 | Interfund Operating Transfers In | 156,295 | 157,188 | 257,654 | 274,700 | 268,400 | (6,300) | (2.29%) |
| | **Total Non-Revenue Receipts** | 156,295 | 157,188 | 257,654 | 274,700 | 268,400 | (6,300) | (2.29%) |
| | **Total Revenue** | 405,931 | 425,064 | 513,963 | 533,900 | 512,000 | (21,900) | (4.10%) |
| | **Total Funds Available** | 5,124,373 | 5,549,437 | 6,063,400 | 6,068,122 | 6,575,400 | 507,278 | 8.36% |

| Code | Description | |
|---|---|---|
| | BALANCE BROUGHT FORWARD<br>Estimate of fund balance on October 1, 2015. | 6,063,400 |
| 38801 | OTHER INTEREST INCOME | 243,600 |
| 39101 | INTERFUND OPERATING TRANSFERS IN | 268,400 |

**DIVISION EXPENDITURE DETAIL** **DIVISION CODE: 804**

| Code | Description | 2012-2013 Actual Expenditures | 2013-2014 Actual Expenditures | 2013-2014 Estimated Expenditures | 2014-2015 Budget | 2015-2016 Budget | Dollar Increase (Decrease) | Percent Increase (Decrease) |
|---|---|---|---|---|---|---|---|---|
| | **Total Expenditures** | - | - | - | - | - | - | - |
| | **Ending Balance** | 5,124,373 | 5,549,437 | 6,063,400 | 6,068,122 | 6,575,400 | 507,278 | 8.36% |
| | **Total Funds Accounted For** | 5,124,373 | 5,549,437 | 6,063,400 | 6,068,122 | 6,575,400 | 507,278 | 8.36% |

**DIVISION EXPENDITURE BUDGET CALCULATION** **DIVISION CODE: 804**

| Code | Description | Amount |
|---|---|---|
| | ENDING BALANCE | 6,575,400 |

**NE NEBR SOLID WASTE COALITION**

**CLOSURE/POST CLOSURE CARE FUND**

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

NOTICE OF PUBLIC HEARING
June 16, 2015
1115 Bonita Drive

TO WHOM IT MAY CONCERN AND to all persons interested, notice is hereby given that the Norfolk Planning Commission will consider an amendment to the Norfolk Comprehensive Plan at 7:30 A.M., on Tuesday, June 16, 2015 in the City Council Chambers, 309 N. 5th Street, Norfolk, Nebraska.

The Commission will consider the feasibility of amending the present comprehensive plan at 1115 Bonita Drive from industrial to commercial.

The Planning Commission of the
City of Norfolk, Nebraska

ORDINANCE NO. 5351

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the Future Land Use Map of the City of Norfolk, Nebraska, being a part of the Comprehensive Community Plan for the City, be and the same is hereby amended from the present industrial district to commercial on the following piece of real estate:

A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows:
Referring to a point on the South line of the North Half of the Southwest Quarter of said Section 3 which is 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence proceeding North on an assumed bearing of North 01 degrees 01 minutes 14 seconds East, parallel to the West line of said Section 3, 330.39 ft.; thence South 89 degrees 45 minutes 35 seconds East, 329.94 ft. thence North 01 degrees 01 minutes 14 seconds East, 30.00 ft. to the point of beginning; thence continuing North 01 degrees 01 minutes 14 seconds East, 300.00 ft.; thence South 89 degrees 45 minutes 35 seconds East, 150.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 48.50 ft.; thence North 89 degrees 45 minutes 35 second West, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 30.00 ft.; South 89 degrees 45 minutes 35 second East, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 221.50 ft.; thence North 89 degrees 45 minutes 35 seconds West, 150.00 ft. to the point of beginning. Said tract of land contains 1.03 acres, more or less.

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

PASSED AND APPROVED this_____ day of_____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Approved as to form:_____
City Attorney

City of Norfolk
NEBRASKA
*Public safety. right at home.*

Department of Public Safety
Norfolk Fire Division
701 Koenigstein Ave
Norfolk, NE 68701
P402-844-2050 F402-644-8748
www.ci.norfolk.ne.us

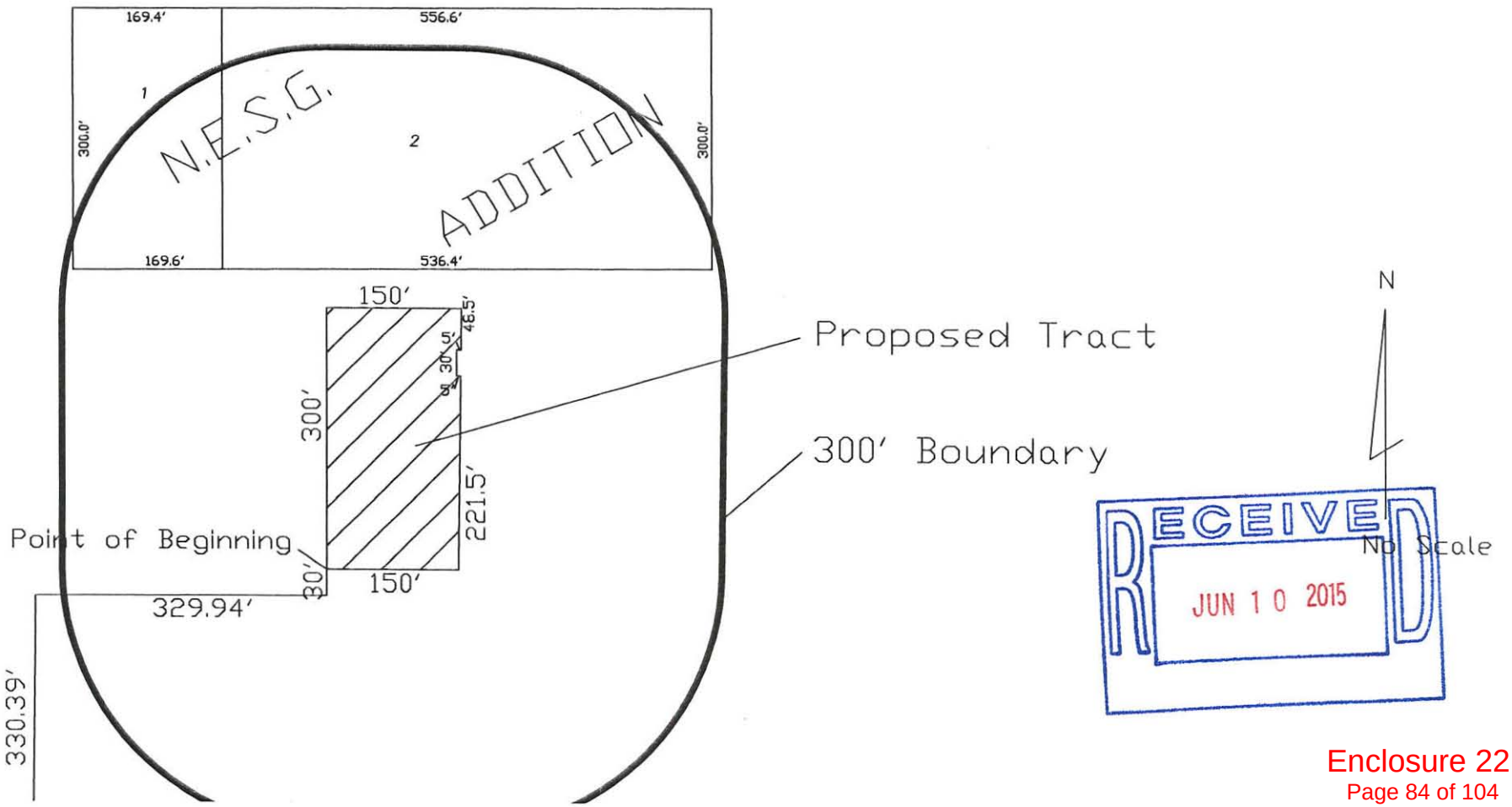
NOTICE OF PUBLIC HEARING
June 16, 2015
1115 Bonita Drive

Notice is given that the Planning Commission of the City of Norfolk, Nebraska, will hold a public hearing at the request of Ewin Properties, L.L.C. for a zoning change from R-M (Mobile Home) to C-3 (Service Commercial) on the following described parcel of land:

> A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows:
>
> Referring to a point on the South line of the North Half of the Southwest Quarter of said Section 3 which is 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence proceeding North on an assumed bearing of North 01 degrees 01 minutes 14 seconds East, parallel to the West line of said Section 3, 330.39 ft.; thence South 89 degrees 45 minutes 35 seconds East, 329.94 ft. thence North 01 degrees 01 minutes 14 seconds East, 30.00 ft. to the point of beginning; thence continuing North 01 degrees 01 minutes 14 seconds East, 300.00 ft.; thence South 89 degrees 45 minutes 35 seconds East, 150.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 48.50 ft.; thence North 89 degrees 45 minutes 35 second West, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 30.00 ft.; South 89 degrees 45 minutes 35 second East, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 221.50 ft.; thence North 89 degrees 45 minutes 35 seconds West, 150.00 ft. to the point of beginning. Said tract of land contains 1.03 acres, more or less.

A public hearing for the requested zoning change will be held by the Norfolk Planning Commission at their meeting on June 16, 2015 which begins at 7:30 A.M. in the City Council Chambers, 309 N. 5th Street, Norfolk, Nebraska.

The Planning Commission of the
City of Norfolk, Nebraska


169.4'
556.6'
1
2
N.E.S.G.
ADDITION
300.0'
300.0'
169.6'
536.4'
150'
46.5'
5'
30'
300'
221.5'
Proposed Tract
300' Boundary
Point of Beginning
30'
150'
329.94'
330.39'
N
No Scale
RECEIVED
JUN 10 2015

# ZONING CHANGE
## APPLICATION-FORM A

1. Applicant's Name **Ewin Properties, L.L.C.**
2. Applicant's Address **3207 South 12th Street Box 101**
3. Phone Numbers:

   Home **(402)-371-0667** Business _____ Cell _____
4. E-Mail Address _____
5. Contact other than applicant **Richard C. Johnson**

   Phone **371-1255** Address **701 Michigan Avenue**
6. Current Zoning **R-M** Requested Zoning **C-3**
7. Location of Property **Bonita Drive 600 ft. East of Hwy. 81**
8. Legal Description **See Attached**

9. Property area **1.03 Acres**
10. Use of adjoining properties

    North **Industrial** South **Mobile Home Park**

    East **Mobile Home Park** West **Industrial**

Signature of Owner _____

Printed Name _____

or

Authorized Agent _____

Printed Name **Richard C. Johnson**

E-Mail Address **rcj@cableone.net**

RECEIVED
JUN - 1 2015

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



Rev: 07-2013

# ZONING CHANGE
## JUSTIFICATION - FORM B

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

   **Industrial**

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

   ~~No~~ Yes

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

4. What is the reason for the zone change request?
   **To allow for the use of the existing building on the lot for storage and possibly a laundromat/convenience store to serve the mobile home court**

5. How would this zoning district conform with adjacent properties' zoning?
   **Generally, the proposed zoning district conforms with adjacent industrial zoning and as a supporting use for the mobile home park**

6. What is the general character of the area?
   **The general character of the area is industrial except for the mobile home park to the south of the proposed zoning district.**

7. Is adequate sewer and water available?

   **Yes. Sanitary sewer is served by a private lagoon. Water service is by private well.**

8. Does the change affect any proposed public projects?

   **No**

# LEGAL DESCRIPTION
# For ZONING CHANGE
(R-M to C-3)

A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows:

Referring to a point on the South line of the North Half of the Southwest Quarter of said Section 3 which is 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence proceeding North on an assumed bearing of North 01 degrees 01 minutes 14 seconds East, parallel to the West line of said Section 3, 330.39 ft.; thence South 89 degrees 45 minutes 35 seconds East, 329.94 ft. thence North 01 degrees 01 minutes 14 seconds East, 30.00 ft. to the point of beginning; thence continuing North 01 degrees 01 minutes 14 seconds East, 300.00 ft.; thence South 89 degrees 45 minutes 35 seconds East, 150.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 48.50 ft.; thence North 89 degrees 45 minutes 35 second West, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 30.00 ft.; South 89 degrees 45 minutes 35 second East, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 221.50 ft.; thence North 89 degrees 45 minutes 35 seconds West, 150.00 ft. to the point of beginning. Said tract of land contains 1.03 acres, more or less.

City of Norfolk
planning. right at home.

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

June 16, 2015

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held public hearings at the request of Ewin Properties, L.L.C. for an amendment to the city's comprehensive plan from industrial to commercial, and for a zone change from R-M (Mobile Home) to C-3 (Service Commercial) at 1115 Bonita Drive.

Ewin Properties, L.L.C. own the mobile home park at South 12th Street and Bonita Drive. They plan to sell the park and are subdividing it into two lots. One lot is the mobile home park and the other lot they have applied to change the zoning from R-M (Mobile Home) to C-3 (Service Commercial). This lot has an existing metal building which they wish to convert to laundry facilities and storage. This zone request also requires an amendment to the comprehensive plan.

The planning commission recommends both the amendment to the comprehensive plan and the zone change from R-M to C-3 at 1115 Bonita Drive with an 8-0 vote.

Sincerely,

Brian Lundy

Brian Lundy, Chair
Norfolk Planning Commission

ORDINANCE NO.__5352_____

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the R-M (Mobile Home) zoning on the following described real estate, to wit:

A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows:

Referring to a point on the South line of the North Half of the Southwest Quarter of said Section 3 which is 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence proceeding North on an assumed bearing of North 01 degrees 01 minutes 14 seconds East, parallel to the West line of said Section 3, 330.39 ft.; thence South 89 degrees 45 minutes 35 seconds East, 329.94 ft. thence North 01 degrees 01 minutes 14 seconds East, 30.00 ft. to the point of beginning; thence continuing North 01 degrees 01 minutes 14 seconds East, 300.00 ft.; thence South 89 degrees 45 minutes 35 seconds East, 150.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 48.50 ft.; thence North 89 degrees 45 minutes 35 second West, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 30.00 ft.; South 89 degrees 45 minutes 35 second East, 5.00 ft.; thence South 01 degrees 01 minutes 14 seconds West, 221.50 ft.; thence North 89 degrees 45 minutes 35 seconds West, 150.00 ft. to the point of beginning. Said tract of land contains 1.03 acres, more or less.

is hereby changed to C-3 (Service Commercial).

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

PASSED AND APPROVED this_____ day of_____, 20_____.

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Approved as to form:_____
City Attorney

Public Hearing

The Mayor and City Council of the City of Norfolk, Nebraska, will hold a public hearing on Monday, July 6, 2015 at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska to discuss use of keno-type lottery proceeds for community betterment purposes.

Elizabeth A. Deck
City Clerk

Publish (June 26, 2015)
1 P.O.P.

**RESOLUTION NO. 2015-17**

**WHEREAS**, the City of Norfolk passed Resolution No. 2008-7 at its February 19, 2008 Council Meeting which Resolution provided that if the registered voters of the City of Norfolk, Nebraska voted in favor of allowing a keno-type lottery in the City of Norfolk at the May 13, 2008 primary election, the proceeds from any keno-type lottery shall be utilized for community betterment purposes by funding park and recreation expenditures; and

**WHEREAS,** Resolution No. 2008-7 further approved the use of the keno-type lottery proceeds to fund park and recreation expenditures for a minimum period of four (4) years from the time any keno-type lottery commenced and, after the initial four (4) year period, the proceeds may be directed for another use only after the City Council holds a public hearing and subsequently adopts a Resolution directing keno-type lottery proceeds to some use other than funding park and recreation expenditures; and

**WHEREAS**, more than four (4) years has passed since the commencement of a keno-type lottery and the Mayor and Council are desirous of directing keno-type lottery proceeds for community betterment purposes that are not restricted to funding park and recreation expenditures; and

**WHEREAS**, the Norfolk City Council held a public hearing on July 6, 2015 to consider removing the restriction requiring keno-type proceeds to be used solely for funding park and recreation expenditures so that proceeds may be used for community betterment purposes as approved by the Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Norfolk, Nebraska, as follows:

> The Mayor and City Council of the City of Norfolk, Nebraska hereby remove the restriction requiring keno-type proceeds to be used solely for funding park and recreation expenditures so that proceeds may be used for community betterment purposes as approved by the Council.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST: _____

Sue Fuchtman, Mayor

_____

Elizabeth A. Deck, City Clerk

Approved as to form: _____

Clint Schukei, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of July, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Norfolk Area Chamber of Commerce Foundation, a Nebraska Nonprofit Corporation, hereinafter referred to as "FOUNDATION",
WITNESSETH:

WHEREAS, FOUNDATION is in the process of organizing an event to celebrate the City of Norfolk's 150th anniversary to take place in 2016, said event is hereinafter referred to as "NORFOLK 150"; and

WHEREAS, NORFOLK is desirous of providing monies to be utilized by FOUNDATION in organizing and carrying out the NORFOLK 150 celebration in 2016.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, it is the understanding of the parties as follows:

1. CITY shall provide up to Fifty Thousand Dollars ($50,000.00) to FOUNDATION to partially fund the NORFOLK 150 celebration, payable as follows:

A. Ten Thousand Dollars ($10,000.00) to be paid on or before September 30, 2015.

B. Up to Forty Thousand Dollars ($40,000.00) to be paid during NORFOLK's 2015-2016 fiscal year.

The funds being paid by CITY to FOUNDATION under this Agreement shall come from keno-type lottery revenues.

2. All monies advanced by CITY shall be used by FOUNDATION for community betterment purpose by expending the same for lawful purposes related to the NORFOLK 150 celebration.

3. When requesting funding, FOUNDATION shall provide CITY information as to the use of the funds requested and financial statements for NORFOLK 150 showing the sources and uses of funds to date and the balance of funds available. Similar financial statements shall be provided at completion of the event or upon CITY's request. CITY may request documentation supporting the amounts reported in the financial statements.

4. In the event the full Fifty Thousand Dollars ($50,000.00) contemplated herein is not paid by CITY to FOUNDATION to fund the NORFOLK 150 celebration, CITY's mayor and council shall have the option to pay the remaining amount to FOUNDATION to be applied

toward the construction of a public memorial commemorating NORFOLK 150. In the event a public memorial is constructed, then a committee of three people from CITY and three people from FOUNDATION shall meet after soliciting input from citizens and determine what the memorial will be and where it will be placed. This provision does not authorize the construction of any memorial on CITY-owned property without subsequent approval of CITY.

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

ATTEST:

_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

NORFOLK AREA CHAMBER OF COMMERCE FOUNDATION, a Nebraska Nonprofit Corporation,

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

June 3, 2015

Dennis J. Smith, P.E.
Public Works Director
309 North 5th Street
Norfolk, Nebraska 68701

Dear Mr. Smith,

Work has been completed for the platting of Walters' East Knolls 11th Addition located in the NE 1/4 of the NW 1/4 of Section 24, Township 24 North, Range 1 West. This property is located immediately north of patr of Walters' East Knolls Tenth Addition.

The subject property is currently outside of the Norfolk City limits. Please consider this to be the official request that the property be annexed by the City of Norfolk. A legal description of the proposed addition is enclosed for your use.

If you have any questions, or require additional information, please feel free to contact me at any time.

Sincerely,

Randy Walters

Randy Walters

Enclosure

# LEGAL DESCRIPTION

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

Beginning at the Southeast Corner of the NE 1/4 of the NW 1/4 of said Section 24; thence proceeding West, along the South line of the NE 1/4 of the NW 1/4 of said Section 24, said line also being the North line of Walters' East Knolls 10th Addition, an addition to the City of Norfolk, Madison County, Nebraska, on an assumed bearing of North 89 degrees 59 minutes 07 seconds West, 536.11 ft.; thence North 00 degrees 30 minutes 49 seconds West, 120.00 ft.; thence North 89 degrees 59 minutes 07 seconds West, 30.81 ft.; thence North 00 degrees 24 minutes 29 seconds West, 170.00 ft.; thence South 89 degrees 59 minutes 07 seconds East, 386.60 ft.; thence North 00 degrees 30 minutes 59 seconds West, 17.50 ft.; thence South 89 degrees 59 minutes 07 seconds East, 180.00 ft. to a point on the East line of the NE 1/4 of the NW 1/4 of said Section 24; thence South 00 degrees 30 minutes 59 seconds East, 307.51 ft. to the point of beginning. Said tract of land contains 3.76 acres, more or less.

ORDINANCE NO. 5349

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.

WHEREAS, such lands, lots, tracts, streets, and highways are urban or suburban in character and are not, in any event, agricultural lands which are rural in character, and

WHEREAS, the subject property to be annexed is adjacent to the City of Norfolk; and

WHEREAS, the owners of the subject property have, by petition, requested that the property be included within the corporate limits of the city; and

WHEREAS, pursuant to *Nebraska Revised Statutes* Section 16-117 (7), a city of the first class may annex contiguous or adjacent property without complying with the provisions of Section 16-117 (3) through (6) when the property owner requests annexation by petition; and

WHEREAS, it is deemed proper that such real estate be annexed to said City.

NOW, THEREFORE, be it ordained by the Mayor and the City Council of the City of Norfolk, Nebraska:

Section 1. That a tract of land located in the NE ¼ of the NW ¼ of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska described to-wit:

A tract of land lying wholly in the NE ¼ of the NW 1/4 of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

Beginning at the Southeast Corner of the NE ¼ of the NW ¼ of said Section 24; thence proceeding West, along the South line of the NE ¼ of the NW ¼ of said Section 24, said line also being the North line of Walters' East Knolls 10th Addition, an addition to the City of Norfolk, Madison County, Nebraska, on an assumed bearing of North 89 degrees 59 minutes 07 seconds West, 536.11 ft; thence North 00 degrees 30 minutes 49 seconds West, 120.00 ft.; thence

North 89 degrees 59 minutes 07 seconds West, 30.81 ft.; thence North 00 degrees 24 minutes 29 seconds West, 170.00 ft.; thence South 89 degrees 59 minutes 07 seconds East, 386.60 ft.; thence North 00 degrees 30 minutes 59 seconds West, 17.50 ft.; thence South 89 degrees 59 minutes 07 seconds East, 180.00 ft. to a point on the East line of the NE ¼ of the NW ¼ of said Section 24; thence South 00 degrees 30 minutes 59 seconds East, 307.51 ft. to the point of beginning. Said tract of land contains 3.76 acres, more or less. Said tract of land has been subdivided as Walters' East Knolls 11th Addition.

SEE EXHIBIT "A".

be and the same is hereby included within the boundaries and territory of the City of Norfolk, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all rules, regulations, ordinances, taxes, and all other burdens and assets of other persons and territories included within the City of Norfolk, Nebraska, and shall receive substantially the benefits of other inhabitants of such city as soon as practicable.

Section 2. That all ordinances and parts of ordinances in conflict herewith be and they are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

PASSED AND APPROVED this _____ day of _____, 20____.

ATTEST:

_____ _____

City Clerk Mayor

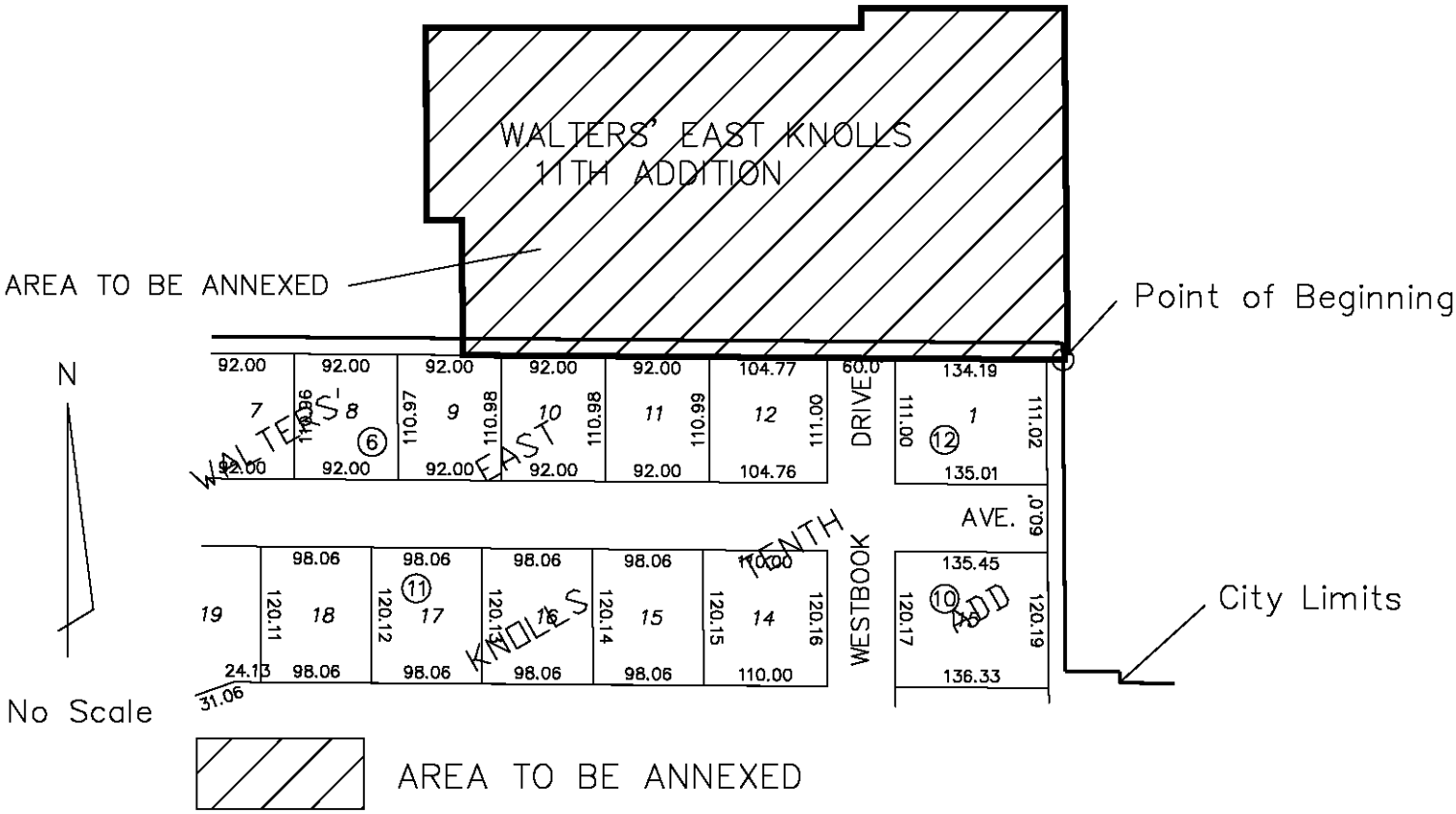
(SEAL)

Approved as to form: _____

City Attorney

# ANNEXATION MAP

A tract of land lying wholly in the NE 1/4 of the NW 1/4 of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.




Beginning at the Southeast Corner of the NE 1/4 of the NW 1/4 of said Section 24; thence proceeding West, along the South line of the NE 1/4 of the NW 1/4 of said Section 24, said line also being the North line of Walters' East Knolls 10th Addition, an addition to the City of Norfolk, Madison County, Nebraska, on an assumed bearing of North 89 degrees 59 minutes 07 seconds West, 536.11 ft.; thence North 00 degrees 30 minutes 49 seconds West, 120.00 ft.; thence North 89 degrees 59 minutes 07 seconds West, 30.81 ft.; thence North 00 degrees 24 minutes 29 seconds West, 170.00 ft.; thence South 89 degrees 59 minutes 07 seconds East, 386.60 ft.; thence North 00 degrees 30 minutes 59 seconds West, 17.50 ft.; thence South 89 degrees 59 minutes 07 seconds East, 180.00 ft. to a point on the East line of the NE 1/4 of the NW 1/4 of said Section 24; thence South 00 degrees 30 minutes 59 seconds East, 307.51 ft. to the point of beginning.
Said tract of land contains 3.76 acres, more or less.

Said tract of land has been subdivided as Walters' East Knolls 11th Addition.

EXHIBIT "A"

# SUBDIVISION APPLICATION
FORM A

1. Subdivision Name Ewin Properties Addition
2. Subdivision Location N 1/2 SW 1/4 Section 3-24-1
3. Owner's Name Ewin Properties, L.L.C.
4. Owner's Home Address 3207 South 12th Street Box 101
5. Telephone Number Work _____

   Home (402)-371-0667

   Cell _____
6. Developer's Name Mark & Terry Ewin
7. Developer's Address 3207 South 12th Street Box 101
8. Engineer Richard C. Johnson Phone (402)-371-1255
9. Present use of property Mobile Home Park
10. Desired use of property Mobile Home Park/Storage Building
11. Present Zoning R-M, Mobile Home District
12. Legal Description

**See Attached**

13. Area of subject property square feet and/or acres 19.71 Acres

Signature of owner

or

Signature of Authorized Agent

RECEIVED
MAY 22 2015

Return Completed forms to: Norfolk Planning Commission; 701 Koenigstein; Norfolk, NE 68701 Rev: 02-2004

# LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M.., Madison County, Nebraska, and more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 3; thence Easterly along and upon the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 468.6 feet to the point of beginning; thence Northerly and parallel to the West line of said Section 3, 500.00 feet; thence Easterly and parallel to the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 191.4 feet; thence Southerly and parallel to the West line of said Section 3, 500.00 feet; thence Westerly along and upon the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 191.4 feet to the point of beginning;

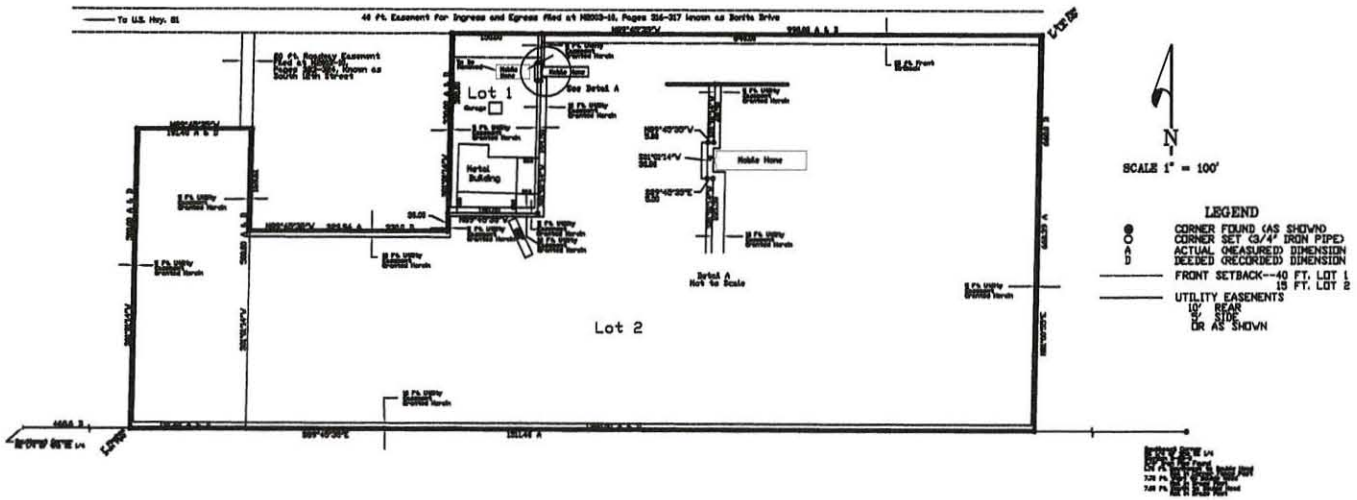
A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows: Commencing at a point 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence East 1,320 feet; thence North 660 feet; thence West 990 feet; thence South 330 feet; thence West 330 feet; thence South to the point of beginning;

and

Including the easements granted by Elkhorn Construction Co., a Nebraska Corporation, and Nebraska Aquastore Systems, LLC, a Nebraska limited liability company, filed in the office of the Madison County Register of Deeds at Book M2003-10, Pages 316-317 on October 3, 2003, and at Book M2003-$10_1$ Pages 323-324 on October 3, 2003, respectively.

# EWIN PROPERTIES ADDITION

MADISON COUNTY, NEBRASKA, BEING A PART OF
THE N 1/2 OF THE SW 1/4 OF SECTION 3,
TOWNSHIP 23 NORTH, RANGE 1 WEST
OF THE 6TH P.M., MADISON COUNTY, NEBRASKA




| LOT AREAS | STREET ADDRESSES |
|---|---|
| Lot 1 – 44,646 Sq. Ft. | Lot 1 – 1110 Rosella Drive |
| Lot 2 – 816,000 Sq. Ft. | Lot 2 – 1001 South 18th Street |

## SURVEYOR'S CERTIFICATE

I, RICHARD C. JOHNSON, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HAVE AT THE REQUEST OF EVIN PROPERTIES, L.L.C. A NEBRASKA LIMITED LIABILITY COMPANY, DIRECTED AND SUPERVISED THE SURVEY OF OF TWO TRACT OF LAND LYING WHOLLY IN THE N 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. SAID TRACTS OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 660 FEET; THENCE EAST 1,320 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1,320 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M. 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST LINE OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE EAST 1,320 FEET; THENCE NORTH 660 FEET; THENCE WEST 990 FEET; THENCE SOUTH 330 FEET; THENCE WEST 330 FEET; THENCE SOUTH TO THE POINT OF BEGINNING.

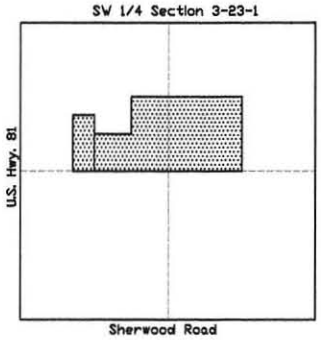
I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS 1A, 1B, 2A, AND 2B, BLOCK 1, LOTS 1 AND 2, TO BE HEREINAFTER KNOWN AS EVIN PROPERTIES ADDITION, MADISON COUNTY, NEBRASKA, BEING A PART OF THE NORTH 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M. MADISON COUNTY, NEBRASKA AS SHOWN ON THE PLAT HEREON.

I CERTIFY THAT THE PLAT HEREON IS THE ORIGINAL, ACCURATE AND CORRECT PLAT OF SAID EVIN PROPERTIES ADDITION AND THAT SAID PLAT ACCURATELY AND CORRECTLY REFLECTS ALL OF THE LOTS, BLOCKS, ROADS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID ADDITION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF AND MARKED AND ARE DESIGNATED AND SHOWN ON THE PLAT HEREON.

I CERTIFY THAT THE SURVEY AND PLAT WERE MADE AT THE DISTANCE AND REQUEST OF THE OWNERS OF SAID TRACT OF LAND WHO ARE HEREIN NAMED.

I CERTIFY THAT I HAVE EXECUTED THE ABOVE INSTRUMENT THIS _____ DAY OF _____, 2015.

RICHARD C. JOHNSON, L.S. NO. 429




VICINITY SKETCH
Not to Scale

## APPROVAL

THE FOREGOING AND WITHIN PLAT, APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2015.

ATTEST:

ELIZABETH A. BECK, CLERK

SUE FUCHTMAN, MAYOR

## APPROVAL

THE FOREGOING AND WITHIN PLAT APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA THIS _____ DAY OF _____, 2015.

BRIAN LUNDY, CHAIRMAN

## OWNERS' CERTIFICATE

WE, EVIN PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, ARE THE SOLE OWNERS OF THE TRACTS OF LAND REFERRED TO IN THE SURVEYOR'S CERTIFICATE AND WE HAVE CAUSED TO BE MADE A SUBDIVISION PLAT TO BE KNOWN AS EVIN PROPERTIES ADDITION, MADISON COUNTY, NEBRASKA, BEING A PART OF THE N 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 23 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA.

WE DO HEREBY PROVIDE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES OF 5 FEET ALONG THE SIDE LOT LINES EXCEPT ON THE SIDE LOT LINE BETWEEN LOTS 1 AND 2 AS SHOWN AND 10 FEET ALONG THE REAR LOT LINES AS SHOWN ON THE PLAT HEREON.

EVIN PROPERTIES, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY

MARK EVIN, MEMBER

TERRY EVIN, MEMBER

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )
) S.S.
COUNTY OF MADISON )

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 BY MARK EVIN AND TERRY EVIN, MEMBERS OF EVIN PROPERTIES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, 20_____, A.D.

RECEIVED
JUN 8 2015

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

RESOLUTION NO. 2015-18

BE IT RESOLVED BY THE CITY COUNCIL of the City of Norfolk, Nebraska, that the final plat of Ewin Properties, Addition, Madison County, Nebraska, being a part of the N ½ of the SW ¼ of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska more particularly described as follows:

A tract of land located in the Northwest Quarter of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M.., Madison County, Nebraska, and more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 3; thence Easterly along and upon the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 468.6 feet to the point of beginning; thence Northerly and parallel to the West line of said Section 3, 500.00 feet; thence Easterly and parallel to the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 191.4 feet; thence Southerly and parallel to the West line of said Section 3, 500.00 feet; thence Westerly along and upon the South line of the Northwest Quarter of the Southwest Quarter of said Section 3, 191.4 feet to the point of beginning;

AND

A tract of land located in the North Half of the Southwest Quarter of Section 3, Township 23 North, Range 1 West of the 6th P.M., Madison County, Nebraska and more particularly described as follows: Commencing at a point 660.0 feet East of the Southwest corner of the North Half of the Southwest Quarter of said Section 3; thence East 1,320 feet; thence North 660 feet; thence West 990 feet; thence South 330 feet; thence West 330 feet; thence South to the point of beginning;

and its accompanying subdivision agreement, duly made out, acknowledged and certified, be and the same is hereby approved and ordered, filed and recorded in the office of Register of Deeds, Madison County, Nebraska.

PASSED AND APPROVED this_____ day of_____, 20_____.

_____

Sue Fuchtman, Mayor

ATTEST:

_____

Elizabeth A. Deck, City Clerk
(SEAL)

Approved as to form:_____
Clint Schukei, City Attorney

The foregoing instrument was acknowledged before me this _____ day of

_____, 20_____ by _____, _____

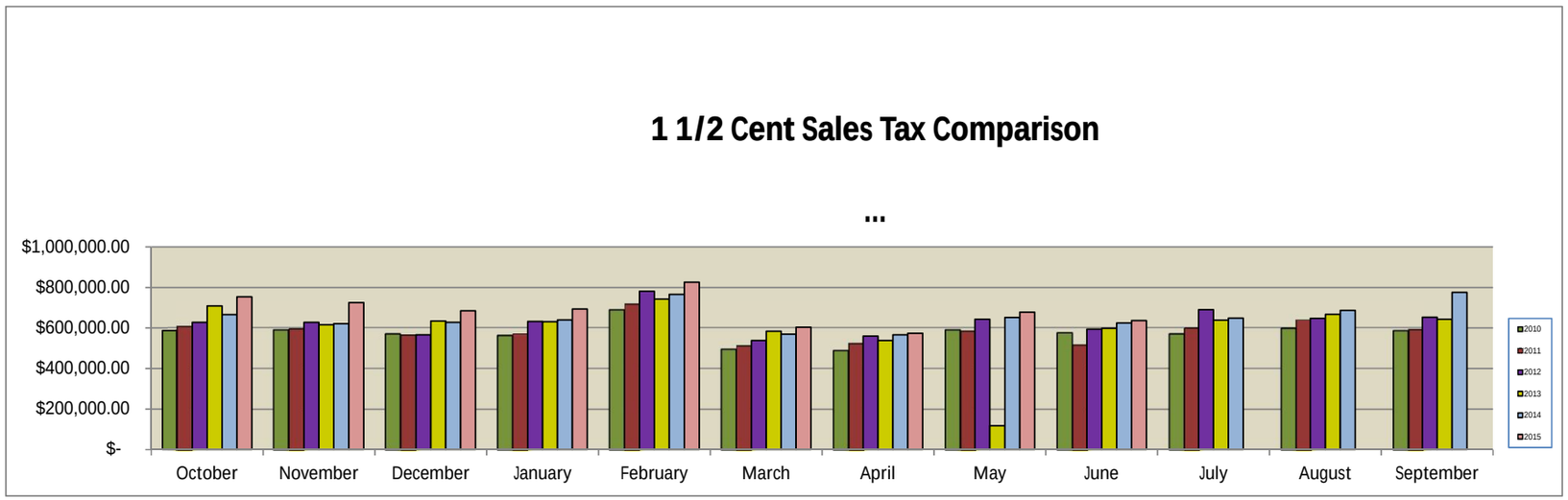
_____

Notary Public

**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 | | | $ 639,257.83 | $ - | 0.00% | $ - | 0.00% | $ - | $ - | $ - |
| 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 | $ 6,174,930.20 | | $ 7,681,455.55 | $ 442,399.64 | 7.72% | $ 442,399.64 | 7.72% | $ 6,174,930.20 | $ 192,166.97 | $ 6,367,097.17 |

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