Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, June 15, 2015
5:30 p.m.

Created 6/11/2015 3:26 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, June 15, 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 (June 12, 2015)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

June 15, 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 1, 2015, City Council meeting. **Motion**
8. Keno revenue report for May 2015 **Motion**
9. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Ta-Ha-Zouka Park's softball facilities to hold a softball pre-season camp from July 6, 2015 through July 9, 2015. **Motion**

10.	Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Memorial Field at Veterans Memorial Park to hold a football camp on Monday, July 6, 2015 and Tuesday, July 7, 2015.	**Motion**
11.	Consideration of approval of agreement between Terracon Consultants, Inc., and the City for the purpose of conducting groundwater remediation at 3rd Street and Madison Avenue.	**Motion**
12.	Consideration of approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for the Trails 2014-2 (Flood Control) project resulting in a net increase of $1,440.00.	**Motion**
13.	Consideration of approval of Resolution No. 2015-13 adopting the Lower Elkhorn Natural Resources District Hazard Mitigation Plan.	**Resolution 2015-13**
14.	Consideration of approval to accept the low bid from Truck Center Companies of Norfolk, for $209,387.88 for the purchase of two (2) new semi-tractors, which includes the stainless bumper option and trade-in of IH tractor for the Transfer Station.	**Motion**
15.	Consideration of approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for Paving District Nos. 506 and 507 resulting in a net increase of $500.00.	**Motion**
16.	Consideration of approval to purchase a new 2015 Police Edition 1/2 Ton Crew Cab for $27,700.00 from Cornhusker Auto Center of Norfolk for the Police Division.	**Motion**
17.	Consideration of approval of the purchase of a 2015 Chevrolet Silverado 1/2 Ton Regular Cab 4x4 off of State Contract #14125 as a replacement pickup for the Street Division, from Husker Auto Group, Inc. of Lincoln, at the lowest quoted price of $24,948.50.	**Motion**
18.	Consideration of approval of the 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, from Husker Auto Group, Inc. of Lincoln, at the lowest quoted price of $24,948.50.	**Motion**
19.	Consideration of approval to purchase a new 2015 Chevrolet Colorado Extended Cab, 4x4 LT for the Fire Division, from Norfolk GM Auto Center of Norfolk for $25,199.00, which is $88.00 less than the State Contract.	**Motion**
20.	Consideration of approval of an addendum to the original agreement with the Rotary Club 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.	**Motion**

21. Consideration of approval of a Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, 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. **Motion**

22. Consideration of approval to award contract to Rutjens Construction, Inc. of Tilden, Nebraska 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. **Motion**

23. Consideration of approval of 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. **Resolution 2015-14**

24. Consideration of an Agreement with Big Bang Boom, Inc. allowing the use of Skyview Park for a 4th of July celebration including but not limited to a fireworks display. **Motion**

25. Consideration of approval of the Norfolk Lodge #46 IOOF request for a parade on Saturday, July 4, 2015. **Motion**

26. Consideration of approval of an agreement with Nebraska USSSA Baseball, LLC, a Nebraska Limited Liability Company, 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). **Motion**

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

PUBLIC HEARINGS AND RELATED ACTION

28. Public hearing to receive a report on findings and suggestions from the Economic Development Citizen Advisory Review Committee as required by State Statutes Section 18-2715.

REGULAR AGENDA

29. Consideration of approval of the Mayor's 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). **Motion**

30. Consideration of Ordinance No. 5348 authorizing the sale of the City Auditorium at 127 N. 1st Street to Young Men's Christian Association of Norfolk, Nebraska for the purchase price of $1.00. **Ordinance No. 5348**

31. 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. **Ordinance No. 5349**

32. Consideration of Ordinance No. 5350 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed $2,300,000 for Sewer District 247. **Ordinance No. 5350**

33. Consideration of approval of Resolution No. 2015-15 adopting the names of Middle School Trail, Levee Trail and Memorial Crossing Trail for various routes throughout the community. **Resolution 2015-15**

PUBLIC COMMENT PERIOD

34. No action can occur at this time.

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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

June 15, 2015

CALL TO ORDER

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the June 1, 2015, City Council meeting. **Motion**

   See Enclosure 7.

8. Keno revenue report for May 2015 **Motion**

   See Enclosure 8.

9. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Ta-Ha-Zouka Park's softball facilities to hold a softball pre-season camp from July 6, 2015 through July 9, 2015. **Motion**

   See Enclosure 9.

10. Consideration of approval of an agreement between the City of Norfolk, Nebraska, a Municipal Corporation, and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Memorial Field at Veterans Memorial Park to hold a football camp on Monday, July 6, 2015 and Tuesday, July 7, 2015. **Motion**

    See Enclosure 10.

11. Consideration of approval of agreement between Terracon Consultants, Inc., and the City for the purpose of conducting groundwater remediation at 3rd Street and Madison Avenue. **Motion**

    This agreement provides for Terracon to drill soil borings and install ground water remediation wells, underground piping, and associated appurtenances in City owned property. This agreement replaces the previous agreement approved at the April 20, 2015 council meeting, but was never signed or executed. Staff recommends approval of agreement between Terracon and the City.

    See Enclosure 11.

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

    On July 21, 2014, the Mayor and City Council approved a $125,958.45 contract with Elkhorn Paving Construction Co., Inc. for the Trails 2014-2 (Flood Control) project. Change Order No. 1 provides for additional borrowed fill for finish grading and backfill along the trail resulting in a new contract price of $127,398.45.

    Staff recommend approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. resulting in a net increase of $1,440.00.

    See Enclosure 12.

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

    The Lower Elkhorn Natural Resources District (LENRD), with assistance from JEO Consulting Group, Inc., of Lincoln, Nebraska, and Region 11 Emergency Management prepared a multi-jurisdictional hazard mitigation plan in 2009 which was adopted by the City of Norfolk. The plan has been updated after

five years, as per federal requirement. The plans are required to lessen the impacts of disasters by increasing disaster resistance of the LENRD and participating jurisdictions.

See Enclosure 13.

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

The City currently contracts hauling loaded trailers to the landfill for disposal. A Public Works Subcommittee meeting held on March 24, 2015, recommended purchasing two new trucks and the City haul its trash filled trailers to the landfill for disposal. The City Council authorized bids for two new semi-tractors on May 4, 2015. Bids from three local vendors were opened and a bid from Norfolk Truck Center meets the intent of the specifications with the inclusion of the stainless steel bumper, which is more durable than plastic in this environment. Delivery is expected October 2015, and costs will come out of FY2015/2016 budget. The Solid Waste Supervisor recommends approval of the purchase from Truck Center Companies of Norfolk with the stainless steel bumper option and trade-in of the 1993 IH tractor.

See Enclosure 14.

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

On October 6, 2014 the Mayor and City Council awarded a $183,935.53 contract to Elkhorn Paving Construction Co., Inc. for the Paving District Nos. 506 and 507 project. Change Order No. 1 provides for the addition of placing rock around a storm sewer outfall for erosion control purposes in Paving District No. 506 (Berry Hill 16th Addition) resulting in a new contract amount of $184,435.53.

Staff recommends approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for a net increase of $500.00.

See Enclosure 15.

16. Consideration of approval to purchase a new 2015 Police Edition 1/2 Ton Crew Cab for $27,700.00 from Cornhusker Auto Center of Norfolk for the Police Division. **Motion**

Cornhusker Auto Center presented a quote for a 2015 Police Edition 1/2 Ton Crew Cab 4wd 1500 CC SV that came in $49.00 lower than the state bid and waives the $500.00 drop-ship fee charged by state bids. With a total savings of $549.00 from the State Bid Contract #14164, staff recommends approval of the bid from Cornhusker Auto Center.

See Enclosure 16.

17. Consideration of approval of the purchase of a 2015 Chevrolet Silverado 1/2 Ton Regular Cab 4x4 off of State Contract #14125 as a replacement pickup for the Street Division, from Husker Auto Group, Inc. of Lincoln, at the lowest quoted price of $24,948.50. **Motion**

Local vendors were unable to match the State Contract #14125 quote for the replacement pickup for the Street Division. The total price of $24,948.50 includes $249.50 for half of the cost of the repair manual. The other half of the expense for the manual will be paid for by the Water Division in the cost of their replacement pickup from the same vendor, Husker Auto Group, Inc.

See Enclosure 17.

18. Consideration of approval of the 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, from Husker Auto Group, Inc. of Lincoln, at the lowest quoted price of $24,948.50. **Motion**

The State Contract #14125 was the lowest quote available for the replacement 2015 Chevrolet Silverado pickup for the Water Division. The total price of $24,948.50 includes $249.50 for half of the cost of the repair manual. The other half of the expense for the manual will be paid for by the Street Division in the cost of their replacement pickup form the same vendor, Husker Auto Group, Inc.

See Enclosure 18.

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

See Enclosure 19.

20. Consideration of approval of an addendum to the original agreement with the Rotary Club 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. **Motion**

The addendum adds the following rain dates for the previously approved scheduled performances in the original agreement for the Music in the Park event: June 18, 2015 (with rain date of June 25, 2015); July 2, 2015 (with rain date of July 9, 2015); July 16, 2015 (with rain date of July 23, 2015); and August 6, 2015 (with rain date of August 13, 2015), respectively.

See Enclosure 20.

21. Consideration of approval of a Special Designated Liquor License for Fine Wine, LLC, dba Jim's Fine Wine & More, 2001 Market Lane, 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. **Motion**

See Enclosure 21.

22. Consideration of approval to award contract to Rutjens Construction, Inc. of Tilden, Nebraska 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. **Motion**

On June 9, 2015 two bids were received with Rutjens Construction, Inc. submitting the low bid of $106,076.25. The other bidder was Penro Construction Co., Inc. of Pender, Nebraska submitting a bid of $119,241.50. Both bidders only submitted bids for the May 1, 2016 completion date. No bids were received for the November 15, 2015 completion date alternate.

Staff recommends approval of awarding a contract to Rutjens Construction, Inc. for the Sanitary Sewer Improvements 2015-2 (Ta-Ha-Zouka) project in an amount of $106,076.25 with a completion date of May 1, 2016.

See Enclosure 22.

23. Consideration of approval of 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. **Resolution 2015-14**

For clarification, Junior Deitloff, the property owner, has requested the release of utility easements for the abandoned sewer lines. The City of Norfolk is relinquishing any prescriptive easements for the sewer lines located in the

Northeast 1/4 of the SW 1/4 of Section 35, Township 24 North, Range 1 West, of the 6th P.M., City of Norfolk, Madison County, Nebraska.

Staff recommend approval of Resolution No. 2015-14 relinquishing any prescriptive easements or rights for the sewer lines on a 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.

See Enclosure 23.

24. Consideration of an Agreement with Big Bang Boom, Inc. allowing the use of Skyview Park for a 4th of July celebration including but not limited to a fireworks display. **Motion**

Two separate versions of this Agreement have been prepared for Council approval. Big Bang Boom desires to have helicopter rides available in Skyview Park during their event. Skyway Helicopters, LLC, who is to provide the helicopter rides, has some entity existence problems and is not currently authorized to do business in Nebraska. Therefore, two versions of the Agreement have been prepared. Version A authorizes helicopter rides in the park and may be used only if Skyway Helicopters is authorized to do business in Nebraska on the day of the event. Version B does not allow helicopter rides as part of the event.

Approval of both versions is desired with the version actually to be utilized being determined by whether Skyway Helicopters addresses their entity existence issues.

See Enclosure 24.

25. Consideration of approval of the Norfolk Lodge #46 IOOF request for a parade on Saturday, July 4, 2015. **Motion**

Norfolk Lodge #46 IOOF has requested authorization to hold the annual Fourth of July Parade on July 4, 2015 from 10:00 a.m. to 12:30 p.m. Registration and line-up will begin at 8:00 a.m. in the VFW parking lot at 4th Street and Braasch Avenue. Braasch Avenue between 4th Street and 1st Street will be used for line-up, as will the outside southbound lane of traffic on 1st Street north of Braasch Avenue. The Parade will begin at the intersection of 1st Street and Braasch Avenue, proceed south to Madison Avenue, west on Madison Avenue to 5th Street, north on 5th Street to Prospect Avenue, east on Prospect Avenue

to 4th Street, and south on 4th Street to the VFW parking lot. The parade agreement has been prepared and the certificate of insurance has been submitted.

See Enclosure 25.

26. Consideration of approval of an agreement with Nebraska USSSA Baseball, LLC, a Nebraska Limited Liability Company, 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). **Motion**

See Enclosure 26.

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

PUBLIC HEARINGS AND RELATED ACTION

28. Public hearing to receive a report on findings and suggestions from the Economic Development Citizen Advisory Review Committee as required by State Statutes Section 18-2715.

State Statutes require a Citizen Advisory Review Committee (CARC). The citizens serving on CARC are: Bill Canham, Cindy Morrow, Jim Mangels, Aaron Otten, and Jan Einspahr. The City's Finance Officer serves as an ex officio non voting member of CARC.

State Statutes require the CARC to meet at least once in every six-month period and to report to the City Council on its findings and suggestions at a public hearing called for that purpose. The CARC met on May 27, 2015 and the CARC's report, which includes the CARC Review Checklist, is included in the agenda packet.

As noted in the CARC report, the CARC found that the City's Economic Development Program (EDP) is operating in compliance with the budget and the voter-approved economic development plan.

See Enclosure 28.

REGULAR AGENDA

29. Consideration of approval of the Mayor's 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). **Motion**

During 2014, a removal action was conducted to remove highly contaminated soil from the site. Non-aqueous phase liquid (NAPL) remaining in the groundwater following the completed removal action is an ongoing source of contamination leaving the site. The site is located one-half mile upgradient of the City of Norfolk east municipal well field which supplies drinking water to the City of Norfolk. Contaminated groundwater flows eastward from the site, migrating toward the east municipal well field. Previous analytical results from the site investigation indicate that a municipal well has been impacted by contaminants potentially associated with the site.

See Enclosure 29.

30. Consideration of Ordinance No. 5348 authorizing the sale of the City Auditorium at 127 N. 1st Street to Young Men's Christian Association of Norfolk, Nebraska for the purchase price of $1.00. **Ordinance No. 5348**

A proposal regarding the possible transfer of the Norfolk City Auditorium to the YMCA was discussed at the May 18, 2015 City Council meeting. Proponents and opponents of the possible repurposing and transfer of the Auditorium expressed their opinions to the City Council at that meeting.

If the Ordinance on the agenda for Council consideration is defeated on first reading, then the transfer of the Auditorium to the YMCA will not occur.

If the Ordinance on the agenda is passed on first reading at the June 15, 2015 City Council meeting, the approval will serve as a declaration that the City Council is wanting to move forward with the transfer to the YMCA. Approval of the Ordinance on first reading would direct staff to take steps necessary to address the details of a transfer of the Auditorium. If approved on first reading, the Ordinance would appear on the July 6, 2015 agenda where it would be considered on second reading along with any other action items necessary to move forward with the transfer of the Auditorium to the YMCA.

See Enclosure 30.

31. 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. **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 first 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 annexing a tract of land generally located north of Walters' East Knolls Tenth Addition on first reading.

See Enclosure 31.

32. Consideration of Ordinance No. 5350 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed $2,300,000 for Sewer District 247. **Ordinance No. 5350**

This note issue provides just under $2.2 million to extend the sanitary sewer service south of the Elkhorn River along U.S Highway 81. Note issue costs and interest through November 1, 2017 are added to this amount to result in a total note issue expected to be $2,260,000 but because the bid solicitation allows upfront fees the final size could be larger. The bond ordinance authorizes a maximum issue size of $2,300,000.

As was done last year, the bond anticipation notes are being issued in a manner to allow for the local banks to purchase the notes directly from the City. Staff will solicit information from banks on interest rates, true interest cost, and aggregate principal amount. The ordinance authorizes the Mayor and City Treasurer to determine the final terms. Staff recommends passage of the ordinance on all three readings.

See Enclosure 32.

33. Consideration of approval of Resolution No. 2015-15 adopting the names of Middle School Trail, Levee Trail and Memorial Crossing Trail for various routes throughout the community. **Resolution 2015-15**

“Middle School Trail” is for the trail that originates at the Levee Trail and Benjamin Avenue and extends along Benjamin Avenue and the North Fork of the Elkhorn River to Georgia Avenue and Riverside Boulevard; “Levee Trail” is for the trail that lies atop of the Flood Control Levee: and “Memorial Crossing” is for the trail that originates at the Levee Trail north of Omaha Avenue and extends west generally along Bluff Avenue and Pasewalk Avenue to Taylor Avenue.

See Enclosure 33.

PUBLIC COMMENT PERIOD

34. No action can occur at this time.

Public comments are subject to City Code Section 2.18.1. The chair may further limit comments after consideration of the length of the City Council meeting and the number of citizens desiring to address the elected officials.

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 1st 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, Administrative Secretary Bethene Hoff, Water & Sewer Director Dennis Watts, Prevention Manager Trent Howard, 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 Lange moved, seconded by Councilmember Granquist to adopt the full agenda as printed. Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Consent Agenda Items Approved

Minutes of the May 18, 2015, City Council meeting

Purchase three new/unused 2016 Ford Explorer Interceptors for $27,676 each from Courtesy Ford of Norfolk to be used as replacement vehicles for the Police Department

Young Men's Christian Association of Norfolk (a Nebraska Nonprofit Corporation) agreement to hold its Annual Triathlon in Norfolk on Saturday, June 27, 2015

Resolution No. 2015-10 approving the final plat of Meadow Ridge Phase IV, 2nd Addition and its subdivision agreement; this is a twenty-nine lot subdivision south of Benjamin Avenue, across from Northeast Community College. The lots are platted for a combination of attached and detached dwellings.

Resolution No. 2015-11 approving the final plat of Walters' East Knolls 11th Addition and its subdivision agreement; this is a ten-lot subdivision located south of Benjamin Avenue and east of Victory Road.

Resolution No. 2015-12 appointing Corey Granquist as the City of Norfolk representative and Sue Fuchtman as the alternate representative to the Northeast Nebraska Solid Waste Coalition Board of Directors

Bills in the amount of $1,269,255.32

Public Hearings and Related Items

Public Hearings
(comprehensive plan amendment, zone change, 2000 block Highway 35)

Public hearings were held simultaneously to consider an amendment the City's Comprehensive Plan from rural residential to single family residential and a zone change request from A (Agricultural) to R-1 (Single Family District) in the 2000 block of Highway 35 at the request of Jonathan D. and Elizabeth A. Spray, Gary and Mary Weich, Jason Forslund, Iva Mae Thelander, Eric and Donna Benson, Allan and Cheryl Waggoner, Timothy L. and Stephanie Grubb, Vernon C. and Mary J. Seier and Donald J. and Victoria J. Moser . Prevention Manager Trent Howard provided information to the Mayor and City Council. This request is to bring the properties into compliance with their use.

Timothy Grubb, 3001 East Benjamin Avenue, spoke in favor of the comp plan amendment and zoning change. Grubb has concerns that the current zoning does not allow for property owners to rebuild after a fire, etc. with the currently zoning.

On May 19, 2015, the Norfolk Planning Commission held public hearings regarding the Comprehensive Plan amendment and zone change in the 2000 block of Highway 35.

No one else appeared either in favor of or in opposition to the Comprehensive Plan amendment and zone change and the Mayor declared the hearing closed.

Ordinance No. 5346
(amend Comprehensive Plan, 2000 block Highway 35)

Councilmember Merrill introduced, seconded by Councilmember Fauss, Ordinance No. 5346 entitled: 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 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. 5346 passed on first reading.

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

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

Thereafter Councilmember Lange moved, seconded by Councilmember Fauss, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5346 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. 5346 as required by law.

Ordinance No. 5347
(zone change, 2000 block Highway 35)

Councilmember Pfeil introduced, seconded by Councilmember Moenning, Ordinance No. 5347 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Clausen, Murren, Moenning, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5347 passed on first reading.

Councilmember Fauss moved, seconded by Councilmember Moenning, 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 Fauss moved, seconded by Councilmember Moenning, 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. 5347 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. 5347 as required by law.

Regular Agenda Items

May Sales Tax Report

Finance Officer Randy Gates updated elected officials on the May (March sales) sales tax report.

Rutjens Construction, Inc. contract
(Sanitary Sewer Improvements 2015-1)

Councilmember Lange moved, seconded by Councilmember Pfeil, to approve a contract with Rutjens Construction Inc. for the Sanitary Sewer Improvements 2015-1 (7th Street; Michigan Avenue to Durland Avenue) project for an amount of $181,314.55

Assistant City Engineer Mark Dolechek explained that, on May 18, 2015, the Mayor and City Council authorized City staff to negotiate a construction contract with Rutjens Construction, Inc., the only bidder for this project. After discussion, the amount agreed to was $181,314.55.

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

There being no further business, the Mayor declared the meeting adjourned at 5:45 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 1, 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.

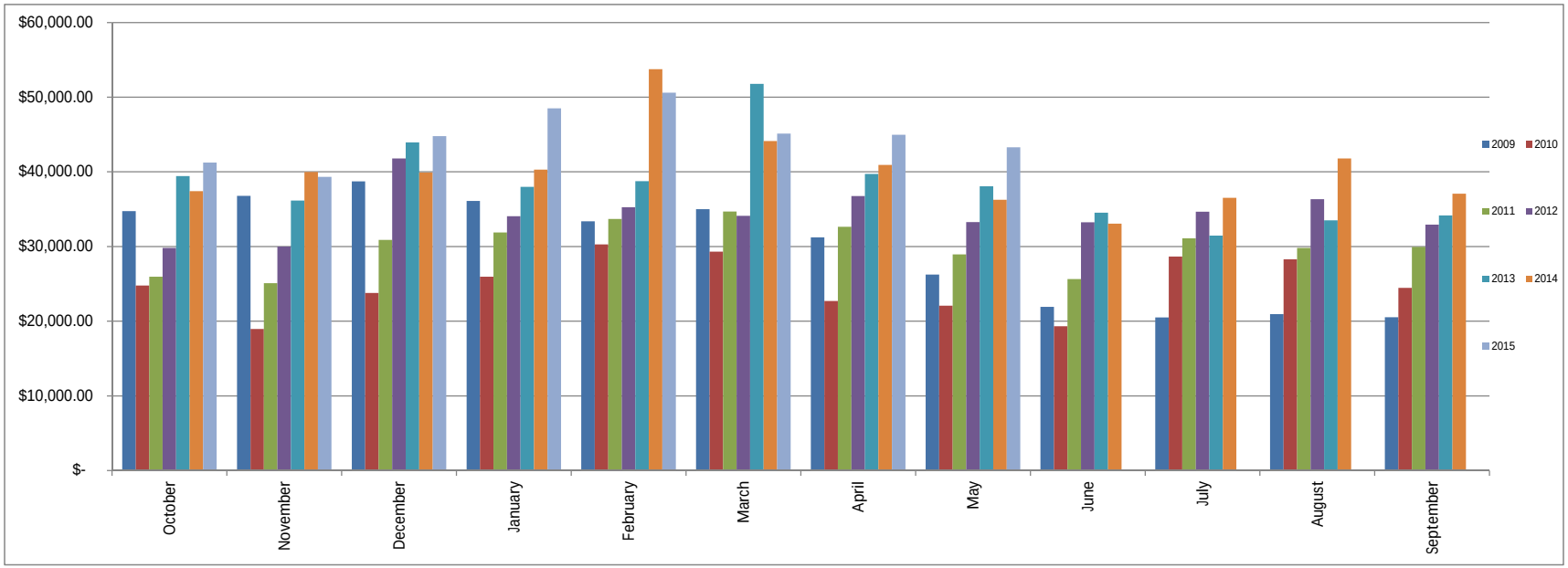
_____

Elizabeth A. Deck
City Clerk

(S E A L)

Keno Yearly Comparison
Net Proceeds

	Fiscal Years Ended September 30,							2015				
	2009	2010	2011	2012	2013	2014	2015	BUDGET	Change 2014 to 2015		BUDGET VARIANCE	
October	$ 34,736.63	$ 24,790.67	$ 25,964.96	$ 29,822.67	$ 39,432.14	$ 37,425.91	$ 41,252.91	$ 37,328.23	$ 3,827.00	11.02%	$ 3,924.68	10.51%
November	$ 36,798.31	$ 18,958.35	$ 25,098.03	$ 29,998.46	$ 36,166.71	$ 39,975.67	$ 39,321.44	$ 39,877.99	$ (654.23)	(1.78%)	$ (556.55)	(1.40%)
December	$ 38,738.30	$ 23,782.96	$ 30,891.73	$ 41,785.02	$ 43,948.78	$ 39,894.54	$ 44,785.52	$ 39,796.86	$ 4,890.97	12.63%	$ 4,988.65	12.54%
January	$ 36,103.16	$ 25,946.91	$ 31,875.93	$ 34,051.62	$ 38,000.44	$ 40,298.07	$ 48,504.60	$ 40,200.39	$ 8,206.53	22.73%	$ 8,304.21	20.66%
February	$ 33,389.31	$ 30,283.61	$ 33,691.76	$ 35,254.43	$ 38,751.85	$ 53,754.25	$ 50,607.13	$ 53,656.57	$ (3,147.12)	(9.43%)	$ (3,049.44)	(5.68%)
March	$ 35,007.37	$ 29,312.22	$ 34,676.95	$ 34,106.92	$ 51,777.84	$ 44,135.32	$ 45,127.36	$ 44,037.65	$ 992.04	2.83%	$ 1,089.71	2.47%
April	$ 31,231.80	$ 22,709.17	$ 32,632.12	$ 36,763.18	$ 39,727.68	$ 40,933.85	$ 44,966.77	$ 40,836.18	$ 4,032.92	12.91%	$ 4,130.59	10.12%
May	$ 26,243.54	$ 22,068.95	$ 28,943.88	$ 33,272.70	$ 38,066.44	$ 36,256.29	$ 43,287.45	$ 37,968.77	$ 7,031.16	26.79%	$ 5,318.68	14.01%
June	$ 21,928.09	$ 19,325.51	$ 25,645.29	$ 33,258.56	$ 34,540.81	$ 33,063.59	$ -	$ 34,443.14	$ -	0.00%	$ -	0.00%
July	$ 20,515.95	$ 28,660.42	$ 31,106.07	$ 34,666.42	$ 31,461.98	$ 36,516.71	$ -	$ 31,364.31	$ -	0.00%	$ -	0.00%
August	$ 20,956.94	$ 28,297.56	$ 29,805.82	$ 36,328.51	$ 33,513.17	$ 41,785.04	$ -	$ 33,415.50	$ -	0.00%	$ -	0.00%
September	$ 20,520.24	$ 24,473.88	$ 29,937.62	$ 32,944.45	$ 34,172.08	$ 37,061.86	$ -	$ 34,074.41	$ -	0.00%	$ -	0.00%
Total	$ 356,169.64	$ 298,610.21	$ 360,270.15	$ 412,252.94	$ 459,559.91	$ 481,101.10	$ 357,853.18	$ 467,000.00	$ 25,179.29	7.57%	$ 24,150.55	7.24%



AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter referred to as "SCHOOL", WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka Park which has softball facilities located within the park; and

WHEREAS, SCHOOL is desirous of holding a softball pre-season camp at the softball facilities in Ta-Ha-Zouka Park in Norfolk, Nebraska, from July 6, 2015 through July 9, 2015; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold said softball pre-season camp.

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

1. FACILITY. CITY shall allow SCHOOL to hold a softball pre-season camp at fields #1, #2, and #3 in Ta-Ha-Zouka Park in Norfolk, Nebraska, from Monday, July 6, 2015, through Thursday, July 9, 2015, from 7:30 a.m. to 6:00 p.m. each day.

2. FEE. There shall be no fee due to CITY from SCHOOL for the use of the softball fields.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's softball facilities at Ta-Ha-Zouka Park with no exclusions. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 26, 2015, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

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

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

8. CONCESSIONS. SCHOOL is prohibited from selling or participating in the sale of any concessions at Ta-Ha-Zouka Park.

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

10. CANCELLATION. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

_____ By_____

Elizabeth A. Deck, City Clerk Sue Fuchtman, Mayor

Approved as to Form: _____
Clint Schukei, City Attorney

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

By_____
Its

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter referred to as "SCHOOL", WITNESSETH:

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

WHEREAS, SCHOOL is desirous of holding a football camp for SCHOOL's own athletes at Memorial Field Monday, July 6, 2015, and Tuesday, July 7, 2015; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold said football camp at Memorial Field at Veterans Memorial Park.

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

1. FACILITY. CITY shall allow SCHOOL to hold a football camp at Memorial Field in Norfolk, Nebraska, Monday, July 6, 2015, and Tuesday, July 7, 2015, from 7:30 a.m. to 4:30 p.m. each day.

2. FACILITY ACCESS. For said football camp, SCHOOL shall have access to and use of the football field, press box, scoreboard, and restrooms located in the multipurpose building that are accessed from the plaza area. SCHOOL shall not have access to the locker rooms in the multipurpose building.

3. FEE. There shall be no fee due to CITY from SCHOOL for the use of the football field.

4. CLEANING. SCHOOL shall be responsible for cleanup of the facilities at the conclusion of their use. In the event SCHOOL fails to clean the facilities they utilize, SCHOOL agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with SCHOOL prior to cleaning, if practicable.

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

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

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

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

9. SECURITY. SCHOOL shall be responsible for providing adequate security at the facility from the time the gates to the field and doors to the restrooms in the multipurpose building utilized by SCHOOL are unlocked on the day of the event, during the event, and until the time the facility is locked.

10. DOWN MARKERS AND PYLONS. SCHOOL shall set up and tear down any down markers or pylons used for their camp.

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

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

In addition, SCHOOL shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by June 26, 2015, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

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

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

16. NO SPECTATORS ON FIELD. SCHOOL shall be responsible for keeping spectators off the football field before, during and after the event so that only individuals participating in the event shall be allowed on the playing surface of the football field.

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

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

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

20. ADVERTISING. SCHOOL shall not erect any advertising or temporary signs at Veterans Memorial Park.

21. CONCESSIONS. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park; however, concessions may be available at CITY's concession stand if AquaVenture Water Park is open.

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

23. OTHER AREAS OF THE PARK. SCHOOL shall be responsible for restricting participants to the football and parking portions of Veterans Memorial Park during SCHOOL's event and shall prohibit people from accessing other portions of Veterans Memorial Park closed to the public during the time when SCHOOL is utilizing CITY's football facility. SCHOOL

shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

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

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

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

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

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

28. TERMINATION. This Agreement shall terminate July 7, 2015.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

_____
Elizabeth A. Deck, City Clerk

By_____
Sue Fuchtman, Mayor

Approved as to Form: _____
Clint Schukei, City Attorney

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

By_____
Its

EXHIBIT "A"

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

Advertising Services

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

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

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into by and between Terracon Consultants, Inc., a Delaware Corporation, hereinafter referred to as "TERRACON" and the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY".

WHEREAS, TERRACON desires to drill soil borings and install groundwater remediation wells, underground piping, and associated appurtenances in certain CITY-owned property, street(s) and rights-of-way for the purpose of conducting groundwater remediation; and

WHEREAS, CITY is willing to allow TERRACON to perform such activities on the terms and subject to the conditions set forth herein; and

WHEREAS, CITY and TERRACON entered into a separate monitoring well Agreement on April 29, 2010; and

WHEREAS, CITY and TERRACON entered into a separate Agreement on August 19, 2013; and

WHEREAS, this Agreement is not intended to supersede the April 29, 2010 and August 19, 2013 Agreements but to exist in addition to those Agreements; and

WHEREAS, TERRACON desires to install 7 air sparge wells and 14 soil vapor wells; and

WHEREAS, the attached Exhibit "A" consists of Terracon Site Diagram (Figure 1) and Terracon Proposed System Layout (Figure 2); and

WHEREAS, the attached Exhibit "B" consists of Terracon Well and Trench Details (Figure 3) and Terracon Water Discharge & Piping Connection Details (Figure 4).

NOW THEREFORE, it is agreed by and between TERRACON and CITY as follows:

1. CITY hereby grants to TERRACON permission to install some of the previously-referenced air sparge wells and soil vapor extraction wells to be located within CITY-owned property, streets, and rights-of-way, and to install associated underground piping in CITY-owned property, streets, and rights-of-way at the locations indicated on attached Exhibit "A". The work to be performed by TERRACON will consist of drilling soil vapor extraction wells to depths of approximately twenty-one feet (21') and air sparge wells to depths of approximately thirty-two feet (32'). It is anticipated that the final diameter of the boreholes will be between eight inches (8") and twelve inches (12"). In no event shall TERRACON install any wells in an existing sidewalk that is on CITY right of way or CITY-owned property without prior written approval from CITY.

2. All air sparge wells will be constructed of two-inch (2") diameter, Schedule 40 PVC and well screen and casing. The basic design of air sparge wells shall conform to the standard air sparge well detail as shown in attached Exhibit "B". All wells will be equipped with a locking cap to prevent unauthorized access. Bolt down steel covers will be placed at grade to prevent damage to the well and prevent traffic disturbance on any well installed in a traffic area.

3. All soil vapor extraction wells will be constructed of four-inch (4") diameter, Schedule 40 PVC and well screen and casing. The basic design of soil vapor extraction wells shall conform to the system soil vapor extraction well detail as shown in attached Exhibit "B". The soil vapor extraction wells will be equipped with a locking cap to prevent unauthorized access. Bolt down steel covers will be placed at grade to prevent damage to the well and prevent traffic disturbance on any well installed in a traffic area.

4. Each air sparge well will have an individual one-inch (1") Schedule 80 air supply line run to it from the proposed remediation trailer as shown on Figure 2 of the attached Exhibit "A". Each soil vapor extraction well will have an individual two-inch (2") Schedule 40 vacuum supply line run from each well to the proposed remediation trailer as shown on Figure 2 of the attached Exhibit "A". These supply lines will be installed via open-cut methods with exception as it relates to crossing city streets. The supply lines crossing under city streets shall be bored in with horizontal directional drilling methods so as to not disturb the traveling public. All underground piping shall be installed according to the utility trench detail as shown in attached Exhibit "B". All piping installed with open-cut methods shall be painted purple prior to installation and all bored lines shall be spiral wrapped with purple tape prior to installation.

5. The locations and elevations of all borings, wells, and underground piping shall be surveyed and tied to either a local or U.S. Geological Survey NAD 83 Datum point. Upon completion of the work, construction record drawings will be submitted to the CITY addressed as follows: City of Norfolk, Attention: City Clerk, 309 North 5th Street, Norfolk, Nebraska 68701.

6. TERRACON shall provide all necessary traffic control and barricades required to protect the public from injury during the course of construction and operation of the air sparge wells and soil vapor extraction wells.

7. TERRACON shall take such steps as are necessary to receive notification from Digger's Hotline of Nebraska and shall comply with the marking requirements of Digger's Hotline of Nebraska related to TERRACON's underground piping installed pursuant to this Agreement.

8. TERRACON intends to collect condensate water in a 55-gallon drum to discharge into CITY's sanitary sewer system intermittently (monthly) via a previously-abandoned 4" service line. Connection to CITY's sanitary sewer system shall be made in accordance with CITY's standard permitting process. Prior to the initial discharge into CITY's sanitary sewer system, TERRACON shall hire an independent testing laboratory to perform a closed cup flashpoint test per ASTM D93 (or current version thereof) on the condensate water from the 55-gallon drum for flammability to ensure it is safe to discharge into CITY's sanitary sewer system. TERRACON

shall provide CITY's wastewater plant superintendent with results from said closed cup flashpoint test. After the initial test, TERRACON shall be required to have ongoing closed cup flashpoint tests performed once every six (6) months by an independent testing laboratory and provide the test results to CITY's wastewater plant superintendent until such time that TERRACON has completed the vapor extraction. CITY shall provide TERRACON with a used brass water meter to install on the discharge line for billing purposes and shall bill TERRACON at CITY's standard rate for sanitary sewer usage. Upon installation of the water meter to CITY's sanitary sewer system, TERRACON shall contact CITY to request an inspection of the water meter and connection to CITY's sanitary sewer system. TERRACON shall pay all fees associated with connection to the CITY's sanitary sewer system as well as usage fees billed by CITY to TERRACON.

9. TERRACON agrees to procure prior to any drilling and to maintain in full force and effect for as long thereafter as any air sparge wells and/or soid vapor extraction wells and/or underground piping shall remain unabandoned General Liability coverage in an amount of $1,000,000. TERRACON shall provide annually to CITY a Certificate of Insurance showing General Liability Insurance coverage of at least $1,000,000. TERRACON shall name the CITY as an additional insured on the aforementioned General Liability Policy. If required Certificates of Insurance are not furnished to the CITY by ten (10) days prior to the expiration of the Certificate of Insurance in effect at the time, the CITY may procure the insurance and/or remove the wells and TERRACON agrees to reimburse CITY for all costs related to the acquisition of the insurance and/or the removal and closing of the wells and/or underground piping. If it becomes CITY policy to require larger amounts of insurance on similar agreements in the future, the amount of insurance required may be increased by the CITY upon written notice to the TERRACON at least sixty (60) days prior to expiration of any Certificates of Insurance in effect at the time. TERRACON further agrees to indemnify the CITY and hold it harmless from and against any and all liability, losses, claims, damages, suits, costs and expenses arising out of or related to TERRACON's performance of the terms of this Agreement.

10. TERRACON agrees to perform the necessary drilling under this Agreement in such a way as to minimize damage to any of the CITY's property and/or infrastructure and to minimize disruption to the normal traffic flow in affected areas. Furthermore, TERRACON agrees to assume full responsibility for conducting such investigations as may be necessary to properly locate all utility lines and underground street and traffic signal lines prior to the commencement of any drilling activities hereunder and to repair or replace any utility lines and underground street and traffic signal lines damaged in the course of such activities. TERRACON further agrees that it will restore the surface of the property covered by this agreement as nearly as practicable to the same condition such property was in prior to the commencement of TERRACON's activities hereunder and to maintain such property in such condition for a period of one (1) year.

11. TERRACON agrees to pay all costs associated with adjusting the air sparge wells and soil vapor extraction wells to grade due to any CITY construction or maintenance projects.

12. Upon completion of the groundwater remediation, TERRACON shall abandon all air sparge wells and soil vapor extraction wells according to the then current Nebraska Department of Environmental Quality specifications for well abandonment. At the time of abandonment of the wells, TERRACON shall abandon all underground piping and restore the CITY right of way and property to preexisting conditions. TERRACON shall notify CITY when any air sparge well and/or soil vapor well or underground piping is abandoned by giving notice to CITY at City of Norfolk, Attention: Norfolk City Clerk, 309 N. 5th Street, Norfolk, Nebraska 68701.

13. At the time the 4" sanitary sewer service line is disconnected, Terracon shall disconnect in accordance with the City's standard permitting process.

Executed by TERRACON this 9 day of June, 2015.

TERRACON CONSULTANTS, INC.,
A Delaware Corporation

By _____
Its

Executed by CITY this _____ day of _____, 2015.

CITY OF NORFOLK, A Municipal Corporation

By _____
Sue Fuchtman, Mayor

ATTEST:

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
Clint Schukei, City Attorney

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 9 day of June, 2015 by Michael Neff, Principal of Terracon Consultants, Inc., A Delaware Corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
LISA BAZER
My Comm. Exp. February 21, 2019

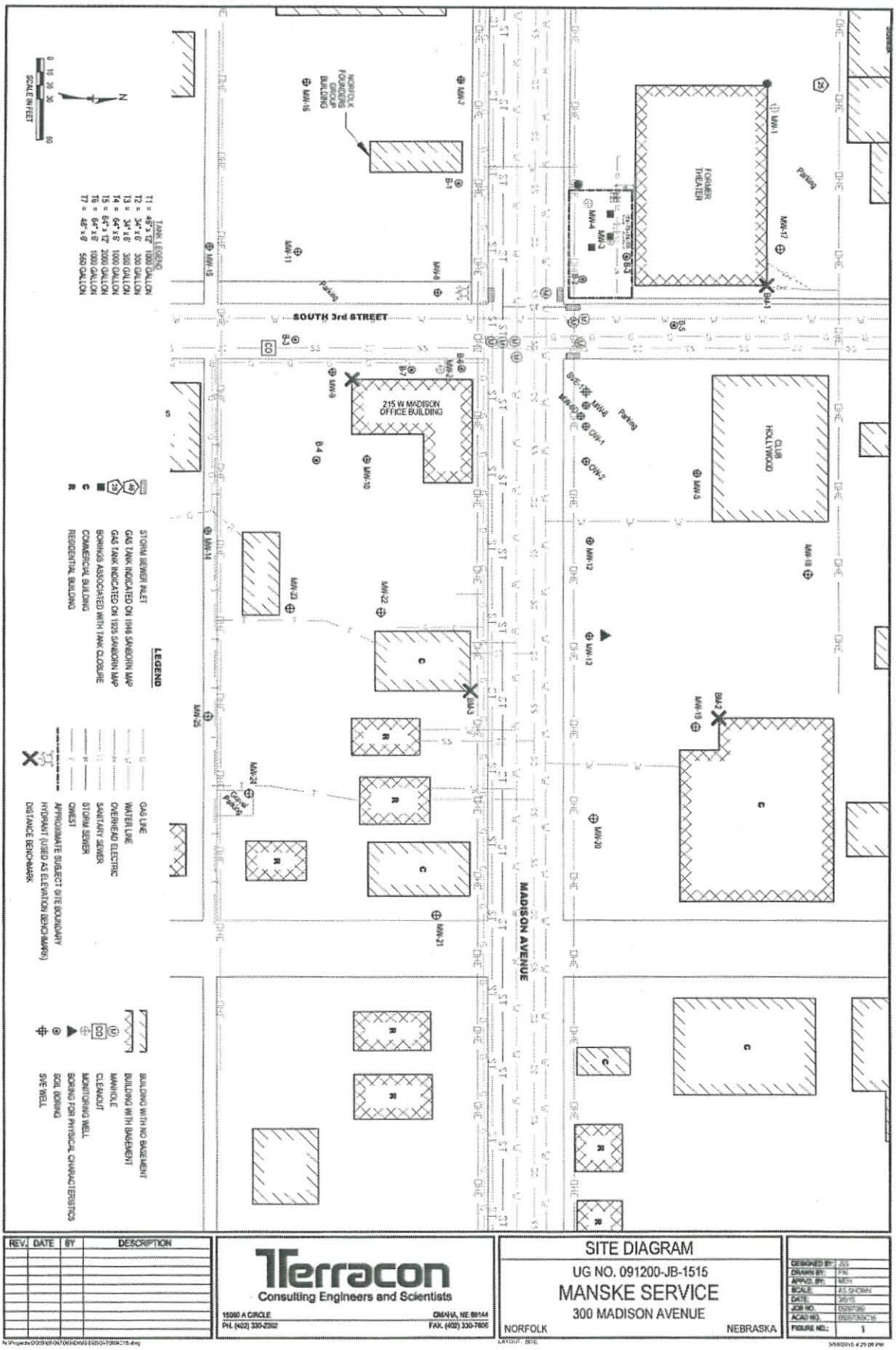
_____
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Sue Fuchtman, Mayor of the City of Norfolk, and Elizabeth A. Deck, Norfolk City Clerk, on behalf of the CITY.

_____
Notary Public

EXHIBIT "A"

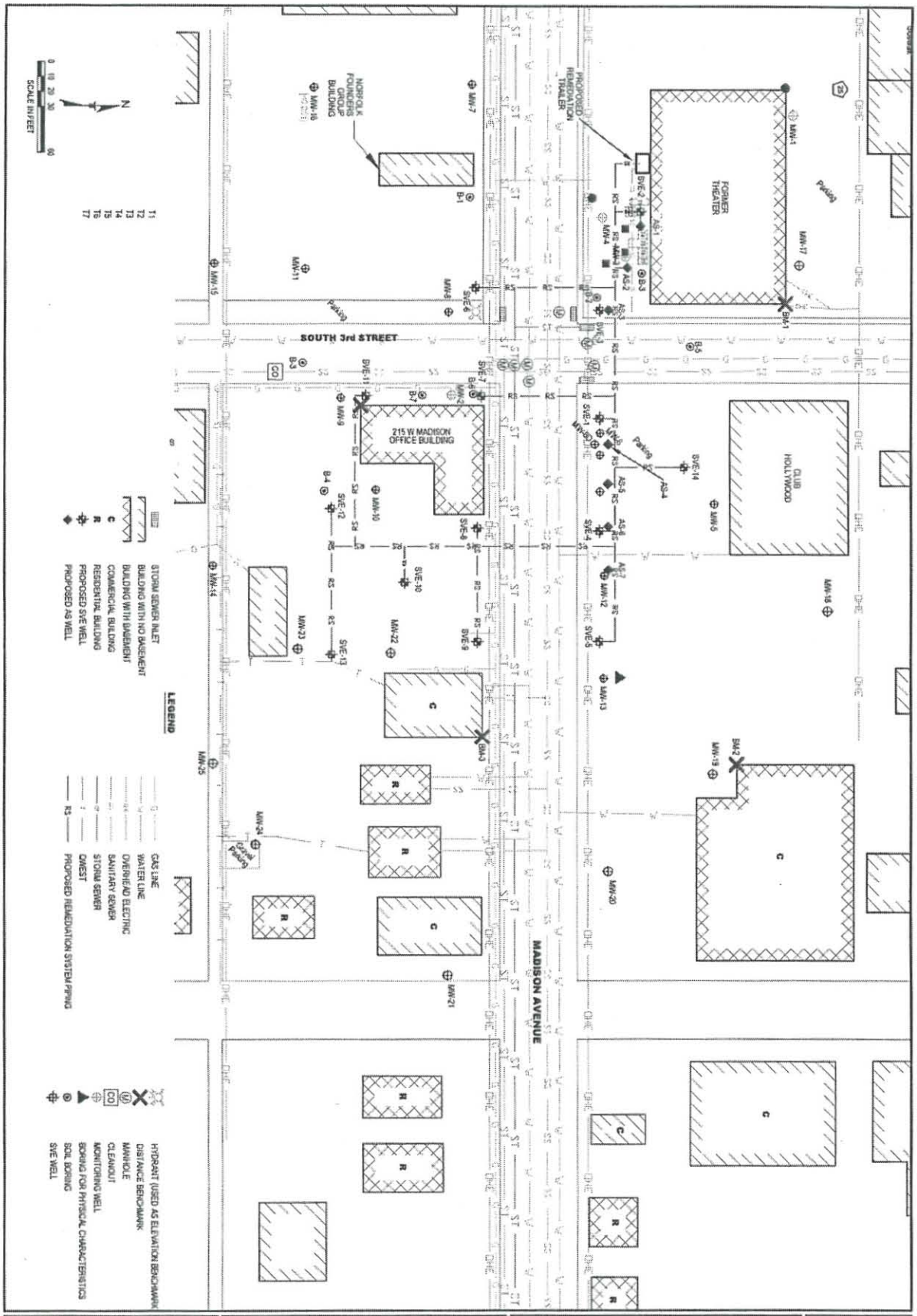


REV.	DATE	BY	DESCRIPTION

Terracon
Consulting Engineers and Scientists
15080 A CIRCLE OMAHA, NE 68144
PH. (402) 330-2302 FAX. (402) 330-7606

SITE DIAGRAM
UG NO. 091200-JB-1515
MANSKE SERVICE
300 MADISON AVENUE
NORFOLK NEBRASKA

DESIGNED BY:	JSS
DRAWN BY:	PW
APPVD. BY:	MEH
SCALE:	AS SHOWN
DATE:	3/6/15
JOB NO.	091200-JB-1515
ACAD NO.	091200-JB-1515
FIGURE NO.:	1



REV.	DATE	BY	DESCRIPTION

Terracon
Consulting Engineers and Scientists
15280 A CIRCLE OMAHA, NE 68144
PH. (402) 330-2202 FAX. (402) 330-7836

PROPOSED SYSTEM LAYOUT

UG NO. 091200-JB-1515

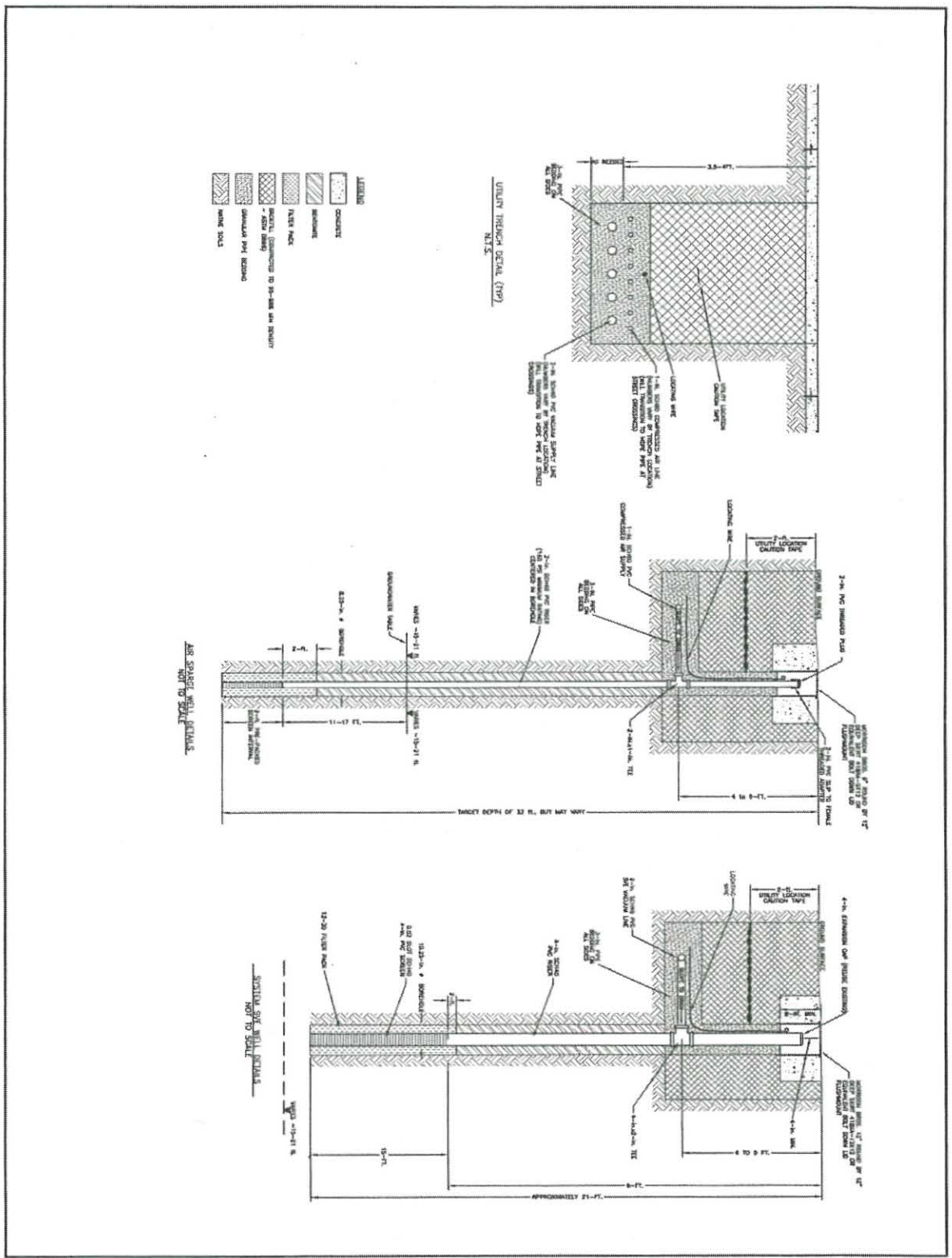
MANSKE SERVICE

300 MADISON AVENUE

NORFOLK NEBRASKA

DESIGNED BY:	JS
DRAWN BY:	PK
APP'D. BY:	MCH
SCALE:	AS SHOWN
DATE:	3/17/15
JOB NO.	091200
ACAD NO.	091200C15
FIGURE NO.:	2

EXHIBIT "B"

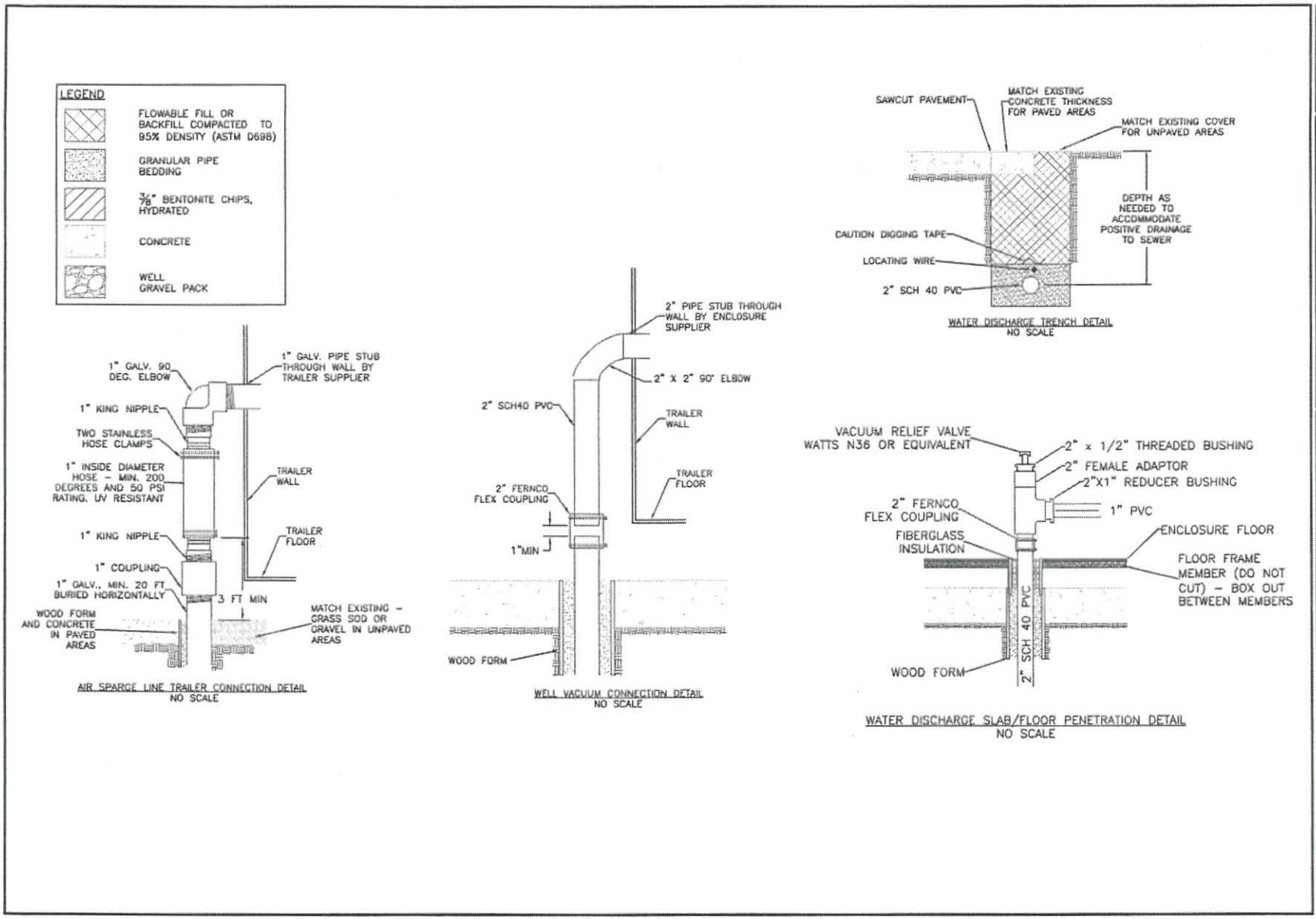


REV.	DATE	BY	DESCRIPTION

Terracon
Consulting Engineers and Scientists
15090 A CIRCLE OMAHA, NE 68144
PH. (402) 330-2302 FAX. (402) 330-7605

WELL AND TRENCH DETAILS
UG NO. 091200-JB-1515
MANSKE SERVICE
300 MADISON AVENUE
NORFOLK NEBRASKA

DESIGNED BY:	AS
DRAWN BY:	PK
APPVD. BY:	MEH
SCALE:	AS SHOWN
DATE:	3/17/15
JOB NO.	0920700
ACAD NO.	0920700C15
FIGURE NO.:	3


LEGEND
FLOWABLE FILL OR BACKFILL COMPACTED TO 95% DENSITY (ASTM D698)
GRANULAR PIPE BEDDING
3/8" BENTONITE CHIPS, HYDRATED
CONCRETE
WELL GRAVEL PACK
1" GALV. 90 DEG. ELBOW
1" GALV. PIPE STUB THROUGH WALL BY TRAILER SUPPLIER
1" KING NIPPLE
TWO STAINLESS HOSE CLAMPS
1" INSIDE DIAMETER HOSE - MIN. 200 DEGREES AND 50 PSI RATING, UV RESISTANT
TRAILER WALL
1" KING NIPPLE
TRAILER FLOOR
1" COUPLING
1" GALV., MIN. 20 FT BURIED HORIZONTALLY
3 FT MIN
WOOD FORM AND CONCRETE IN PAVED AREAS
MATCH EXISTING - GRASS SOD OR GRAVEL IN UNPAVED AREAS
AIR SPARGE LINE TRAILER CONNECTION DETAIL
NO SCALE
2" PIPE STUB THROUGH WALL BY ENCLOSURE SUPPLIER
2" X 2" 90° ELBOW
2" SCH40 PVC
TRAILER WALL
TRAILER FLOOR
2" FERNCO FLEX COUPLING
1"MIN
WOOD FORM
WELL VACUUM CONNECTION DETAIL
NO SCALE
SAWCUT PAVEMENT
MATCH EXISTING CONCRETE THICKNESS FOR PAVED AREAS
MATCH EXISTING COVER FOR UNPAVED AREAS
DEPTH AS NEEDED TO ACCOMMODATE POSITIVE DRAINAGE TO SEWER
CAUTION DIGGING TAPE
LOCATING WIRE
2" SCH 40 PVC
WATER DISCHARGE TRENCH DETAIL
NO SCALE
VACUUM RELIEF VALVE WATTS N36 OR EQUIVALENT
2" x 1/2" THREADED BUSHING
2" FEMALE ADAPTOR
2"X1" REDUCER BUSHING
1" PVC
2" FERNCO FLEX COUPLING
FIBERGLASS INSULATION
ENCLOSURE FLOOR
FLOOR FRAME MEMBER (DO NOT CUT) - BOX OUT BETWEEN MEMBERS
2" SCH 40 PVC
WOOD FORM
WATER DISCHARGE SLAB/FLOOR PENETRATION DETAIL
NO SCALE
REV. DATE BY DESCRIPTION
Terracon
Consulting Engineers and Scientists
15080 A CIRCLE OMAHA, NE 68144
PH. (402) 330-2202 FAX. (402) 330-7800
WATER DISCHARGE & PIPING CONNECTION DETAILS
UG NO. 091200-JB-1515
MANSKE SERVICE
300 MADISON AVENUE
NORFOLK NEBRASKA
DESIGNED BY: JSS
DRAWN BY: PM
APPVD. BY: MEH
SCALE: AS SHOWN
DATE: 3/13/15
JOB NO. 0551708
ACAD NO. 0551708C15
FIGURE NO.: 4

CHANGE ORDER
NO. 1
DATED: June 15, 2015

PROJECT: Trails 2014-2 (Flood Control)

OWNER: CITY OF NORFOLK

CONTRACTOR: Elkhorn Paving Construction Co., Inc.

TO: Elkhorn Paving Construction Co., Inc.

You are directed to make the changes noted below in the subject contract:

OWNER: City of Norfolk, Nebraska

BY:

DATE:

NATURE OF THE CHANGE:

Concrete Trail from North of Omaha Avenue north to Bluff Avenue

Add:	19. Borrowed Fill for Finished Grading	120 C.Y.	$12.00	+	$1,440.00

Total of this change order: + $1,440.00

The changes result in the following adjustment of Contract Price:

Contract price prior to this change order:		$125,958.45
Net resulting from this change order:	+	$1,440.00
Current contract price including this change order:		$127,398.45

The above changes are approved:

Elkhorn Paving Construction Co., Inc.

BY: Paul Medlin

DATE: 6-10-15

The above changes are accepted:

CITY ENGINEER'S OFFICE

BY: Dennis J Smith

DATE: 6-10-15

S:\Depts\Admin\KELLIS\excelproj\Trails2014-2.xls\ change order 6/9/2015

Resolution No. 2015- 13

WHEREAS, the Federal Disaster Mitigation Act of 2000 was signed into law on October 30, 2000, placing new emphasis on state and local mitigation planning for natural hazards and requiring communities to adopt a hazard mitigation action plan to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, a Multi-jurisdictional Hazard Mitigation Plan was prepared by the Lower Elkhorn Natural Resources District (LENRD), with assistance from JEO Consulting Group, Inc. of Lincoln, Nebraska, which includes the jurisdiction of the City of Norfolk; and

WHEREAS, the purpose of the mitigation plan was to lessen the impacts of disasters by increasing the disaster resistance of the LENRD and participating jurisdictions located within the planning boundary by identifying the hazards that affect the LENRD and prioritize mitigation strategies to reduce potential loss of life and property damage from those hazards; and

WHEREAS, Federal Emergency Management Agency regulations require documentation that the plan has been formally adopted by the governing body of the City of Norfolk in the form of a resolution and further requesting approval of the plan at the Federal Level; and

NOW, THEREFORE, the Mayor and City Council of the City of Norfolk, Nebraska, does herewith adopt the LENRD Multi-jurisdictional Hazard Mitigation Plan in its entirety.

PASSED AND APPROVED this ___ day of _____, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

Approved as to form: _____
City Attorney

Lower Elkhorn Natural Resources District
(LENRD)

Multi-Jurisdiction Hazard Mitigation Plan Update

2014

Lower Elkhorn
Natural Resources District
protecting lives protecting property protecting the future

LENRD Board of Directors	Subdistrict
Bill Meyer	1
Mike Krueger	1
Chris Carlson	2
Kenneth Peitzmeier	2
Marion R. Shafer	3
Robert Huntley	3
Tim Tighe	4
Rod Zessin	4
Garry Anderson	5
Dave Shelton	5
Danny Kluthe	6
Dennis Schiltz	6
Roger Gustafson	7
Gary Loftis	8
Joel J. Hanson	Director At Large

Planning Committee	Title
Stan Staab, LENRD	General Manager
Ken Berney, LENRD.	Assistant General Manager
Faythe Petersen, Norfolk & Region 11	Region 11 Emergency Manager
Lowell Johnson, City of Wayne	City Administrator
John Johnson, Madison & Pierce Counties	Planning / Zoning
LaLene Bates, Stanton County	Stanton County Zoning Administrator
Dick Johnson	Madison County HWY Superintendent
Tom Goulette	West Point, City Administrator
Mitch Paine, NDNR	Flood Mitigation Planning Coordinator
John Callen, NDNR	Water Resource Engineer
Mary Baker, NEMA	State Hazard Mitigation Officer
Miranda Rogers+, NEMA	Mitigation Planning Specialist
*Lalit Jha, JEO Consulting Group, Inc.	Project Manager
*Jeffrey Henson, JEO Consulting Group, Inc.	Planner
*Alessandra Jerolleman, JEO Consulting Group, Inc.	Senior Planner

**Served in an advisory or consultant role*

\+ *External Contributors participated for part of the planning process*

6/15/2015

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EXECUTIVE SUMMARY

In June of 2012, Lower Elkhorn Natural Resource District (LENRD) decided to update their hazard mitigation plan in compliance with the 5-year update requirement established by the Disaster Mitigation Act of 2000 (DMA 2000). This updated plan was prepared in order to reduce the participating communities' vulnerability to natural and manmade hazards and maintain their eligibility for the Federal Emergency Management Agency (FEMA) pre-disaster grant opportunities. This LENRD Hazard Mitigation Plan Update is a multi-jurisdictional plan which covers the following local governments that participated in the planning process.

Figure 1: Participating Jurisdictions

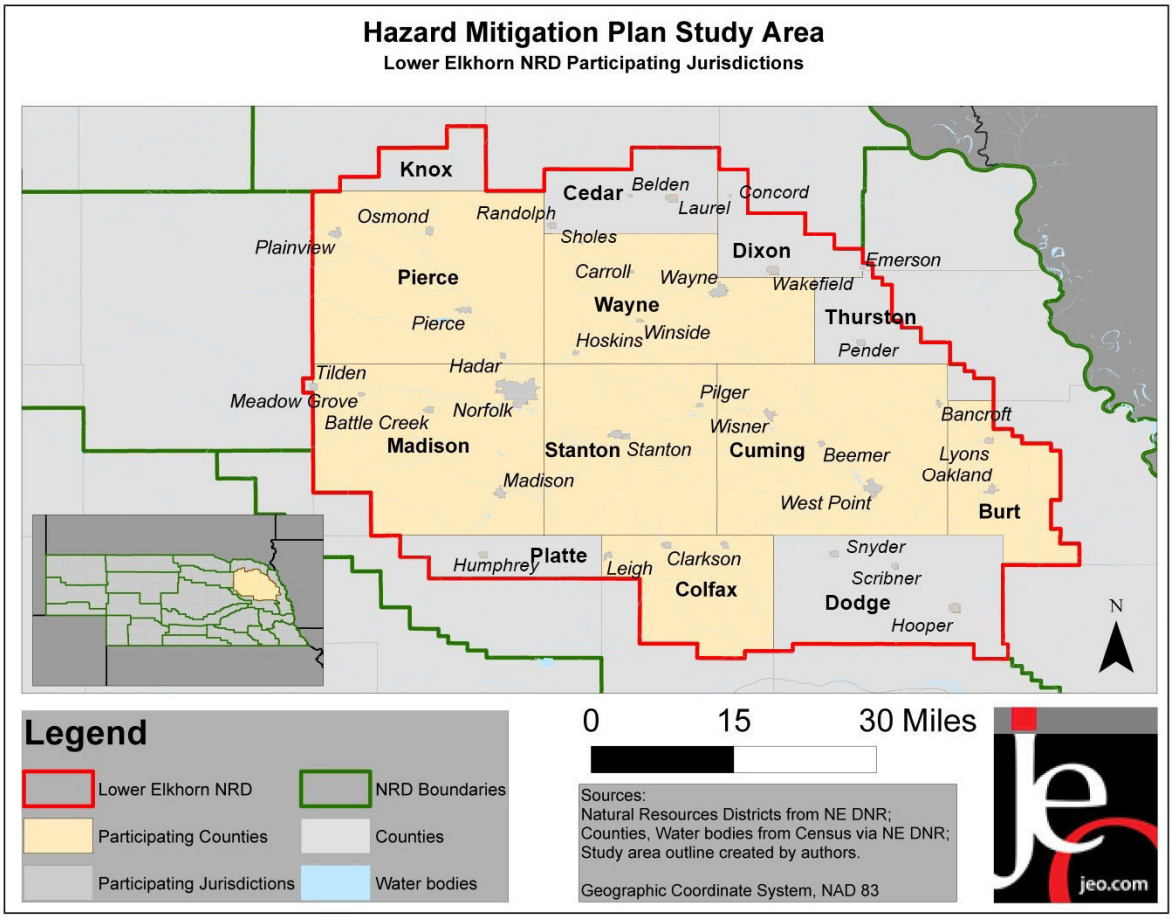

Table 1: Participating Jurisdictions

Direct Participants	
Lower Elkhorn NRD	
Burt County	Village of Lyons, City of Oakland
Cedar County*	Village of Belden, City of Laurel, City of Randolph
Colfax County	City of Clarkson, Village of Howells, Village of Leigh
Cuming County	Village of Beemer, City of West Point, City of Wisner
Dakota County*	Village of Emerson
Dixon County*	Village of Concord, City of Wakefield
Dodge County*	City of Hooper, City of Scribner, City of Snyder

Madison County	City of Battle Creek, City of Madison, Village of Meadow Grove, City of Norfolk, City of Tilden
Pierce County	Village of Hadar, City of Osmond, City of Pierce, City of Plainview
Platte County*	City of Humphrey
Stanton County	Village of Pilger, City of Stanton
Thurston County*	Village of Pender
Wayne County	Village of Carroll, Village of Hoskins, Village of Wakefield, City of Wayne, Village of Winside
Ponca Tribe	

In-Direct Participants	
Oakland-Craig Public Schools	Pierce Public Schools
Stanton Community Schools	Wakefield Community Schools
Wayne Community Schools	West Point Public Schools
Wisner-Pilger Public Schools	Village of Bancroft
Village of Sholes	

*** Counties which are NOT participating in the planning process.**

Some of the counties which the LENRD operates in are participants in other mitigation plans and did not participate in this update. Cedar and Dixon Counties are direct participants in the Cedar Dixon HMP. Antelope County is a direct participant in the Tri County HMP for Antelope, Holt, and Knox Counties. Dakota and Thurston Counties are participants in the Papio Missouri River NRD HMP. Dodge County is a participant in the Lower Platte North HMP. Platte County is a participant in the Lower Loup NRD. Participants which elected to be indirect participants did so because they could not attend all required meetings or wanted technical expertise provided by their county; or in the case of Wakefield Public Schools, the City of Wakefield itself. All indirect participants completed STAPLEEs, Risk Assessments[1], and letters of resolution authorizing a selected direct participant to more fully represent them in the planning process.

The purpose of this plan update is to identify hazards, assess the vulnerability of each participating jurisdiction to the various hazards, determine potential losses associated with the hazards, examine the capabilities in place and develop sound mitigation alternatives to reduce these vulnerabilities. This update builds upon the prior hazard mitigation plan developed by LENRD in 2009 by expanding upon the existing risk assessment, incorporating additional hazards as identified in the 2014 Nebraska State Hazard Mitigation Plan, incorporating a capability assessment, and the identification of a greater range of mitigation strategies and project types.

The potential for substantial damages as a result of natural or manmade disasters presents a likelihood for impacts to the health, safety, and welfare of all citizens in the planning area. The risk assessment process led to the development of specific goals and objectives which helped to identify a wide range of mitigation strategies and projects for participating jurisdictions. Some of the most significant changes in this update are: the inclusion of manmade hazards based on the threats addressed in the 2014 State of Nebraska's Hazard Mitigation Plan; greater efforts to reach out to and include stakeholder groups; an expanded risk assessment for both the entire planning area as well as for each participating jurisdiction; and the inclusion of both generalized mitigation strategies and specific projects that will help build stronger more resilient communities.

This update also works to unify the various planning mechanisms in place throughout the planning area to ensure that the goals and objectives identified in those planning mechanisms are consistent with what is

[1] Sholes did not complete a standalone risk assessment. Wayne County completed one in their place.

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identified in this plan. To achieve this, the "Safe Growth Audit" developed by FEMA and the American Planning Association (APA) was employed to evaluate the documents currently in place and to guide the growth of participating jurisdictions in the future. There were efforts made to perform a more thorough examination of the risks and threats facing each participating jurisdiction and what could be done to reduce these threats and risks. This plan identifies specific goals and objectives based on the risk assessment process. These goals are to:

GOAL 1: PROTECT THE HEALTH AND SAFETY OF RESIDENTS

Objective 1.1: Reduce or prevent damage to property or prevent loss of life or serious injury (overall intent of the plan).

GOAL 2: REDUCE FUTURE LOSSES FROM HAZARD EVENTS

Objective 2.1: Provide protection for existing structures, future development, critical facilities, services, utilities, and trees to the extent possible.

Objective 2.2: Develop hazard specific plans, conduct studies or assessments, and retrofit jurisdiction to mitigate for hazards and minimize their impact.

Objective 2.3: Minimize and control the impact of hazard events through enacting or updating ordinances, permits, laws, or regulations.

GOAL 3: INCREASE PUBLIC AWARENESS AND EDUCATE ON THE VULNERABILITY TO HAZARDS

Objective 3.1: Develop and provide information to residents and businesses about the types of hazards they are exposed to, what the effects may be, where they occur, and what they can do to be better prepared.

GOAL 4: IMPROVE EMERGENCY MANAGEMENT CAPABILITIES

Objective 4.1: Develop or improve Emergency Response Plan and procedures and abilities.

Objective 4.2: Develop or improve Evacuation Plan and procedures.

Objective 4.3: Improve warning systems and ability to communicate to residents and businesses during and following a disaster or emergency.

GOAL 5: PURSUE MULTI-OBJECTIVE OPPORTUNITIES (WHENEVER POSSIBLE)

Objective 5.1: When possible, use existing resources, agencies, and programs to implement the projects.

Objective 5.2: When possible, implement projects that achieve several goals.

This plan is comprised of seven sections which are described as follows:

Section One – Introduction: This section introduces hazard mitigation planning, including an overview of DMA2000, benefits of utilizing the multi-jurisdictional approach, and plan financing and preparation.

Section Two – Planning Process: This section outlines the hazard mitigation planning process used for development of the plan, including hazard identification, resource organization, risk assessment, structural inventory, mitigation strategy, and plan implementation and maintenance. The Planning Team, public involvement and participation, participating jurisdictions, as well as general plans, documents, and additional information used throughout the planning process are also listed in this section.

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Section Three – Community Profile and Capability Assessment: This section provides an overall profile of the planning area including geography, climate, demographics, assets, and direct and indirect participant profiles, as well as local capabilities to ensure implementation.

Section Four – Risk Assessment: This section contains the risk assessment for the overall planning area including hazard identification, hazard background, historical occurrences, vulnerability assessment, potential losses, and future development and vulnerability for all participants.

Section Five – Mitigation Strategy: This section discusses the establishment of goals and objectives for all participants. The goals and objectives provide the framework for identifying mitigation alternatives or 'action items', the on-the-ground activities to reduce the effects of natural hazards. All action items were evaluated by the participants using the FEMA recommended 'STAPLEE' process. The complete list by participant can be found at the end of this section.

Section Six – Plan Implementation and Maintenance: This section contains recommendations for plan implementation and maintenance, including the monitoring of hazards, establishment of a panel for the annual plan review, and an outline of the process for updating the plan in the future.

Section Seven – Participant Sections: Participant sections provide information specific to each individual plan participant. The risk assessment includes a participant specific hazard identification summary and description of structural inventory and valuation. Also, maps specific to each participant can be found in their respective sections.

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Participant Section for Norfolk

Lower Elkhorn NRD Multi-Jurisdictional Hazard Mitigation Plan

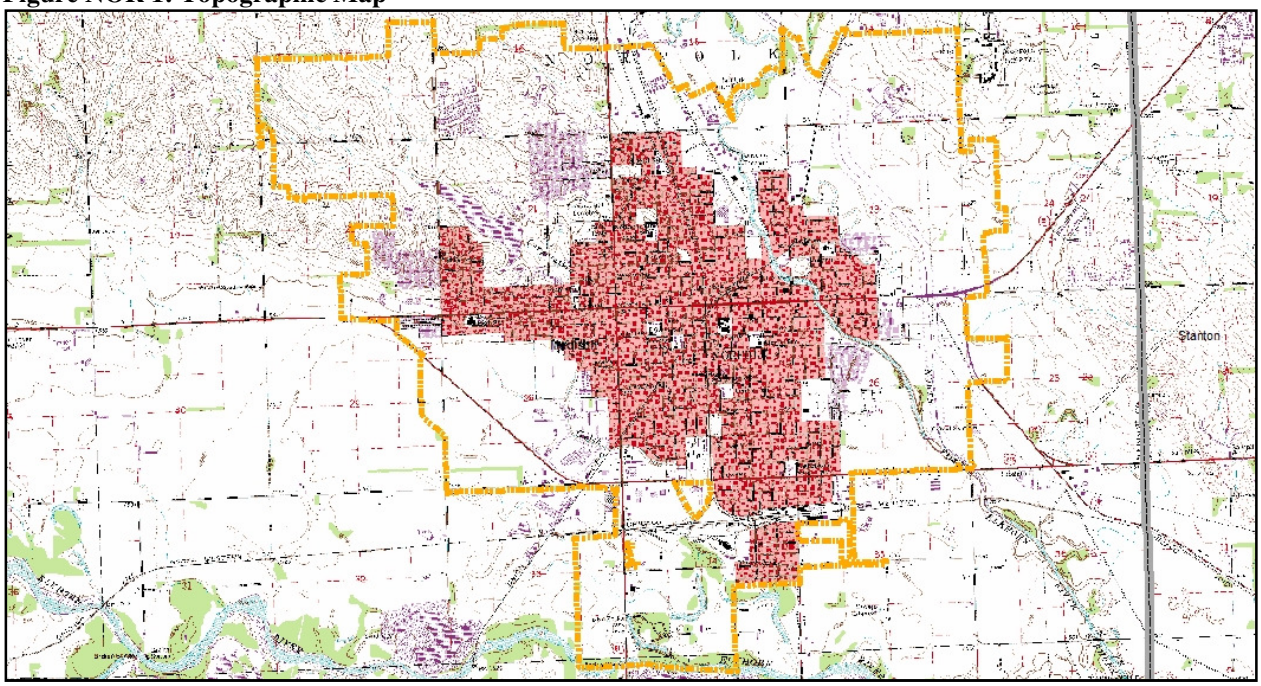
October 2014

Location/Geography/Climate

The city of Norfolk is located in the upper northeast corner of Madison County in northeastern Nebraska. Norfolk is 121 miles north of the capitol city of Lincoln. The city covers an area of 10.86 square miles with an elevation of 1,544 feet above sea level. Norfolk is located in the Elkhorn River Valley in the topographic region of the plains. This flat-lying land above the valleys are made of sandstone or stream deposited silt, clay, sand, and gravel that is overlain by wind-deposited silt. The city is surrounded by gentle surging hills and the land's soil is predominately Marshall and Shelby series soils.

The average high temperature in July is 87 degrees while the average January temperature is 10 degrees. The highest and lowest recorded temperatures were 116 degrees in 1936 and -39 degrees in 1912. The average annual precipitation, which falls as rain, snow and sometimes hail, is approximately 28 inches with June having the highest average of 4.25 inches.

Figure NOR 1: Topographic Map



History and Development

On July 17, 1866 a caravan of prairie schooners carried 44 German families from Ixonia and Watertown, Wisconsin and arrived at the junction of the Elkhorn and North Fork valleys.

In 1881 the village of Norfolk was proclaimed "North Fork," however the residents thought they should compound the name to "Norfolk," but this confused the postal authorities who thought it was misspelled, thus the city is "Norfolk."

Norfolk grew to become one of Nebraska's 12th largest cities. This was a result of Norfolk becoming a significant trading center for the railroad and freighters. Norfolk's tradition of being a transportation hub continues to this day with one short line still in commission.

Demographics

Figure NOR 2 displays the historical population trend from 1930 to 2010. Unlike many other jurisdictions participating in the Lower Elkhorn NRD Multi-Jurisdictional Hazard Mitigation Plan, Norfolk has

experienced a significant increase in population between 1930 and 2010. Between 1930 and 1940, this growth was relatively minor. Between 1950 and 2000, Norfolk experiences a consistent level of growth each decade, however this growth was not as significant between 2000 and 2010. Population growth is notable for hazard mitigation plans because communities with increasing populations may be more prone to pursuing residential/commercial development, which may increase the number of structures vulnerable to hazards in the future.

Figure NOR 2: Population 1930-2010

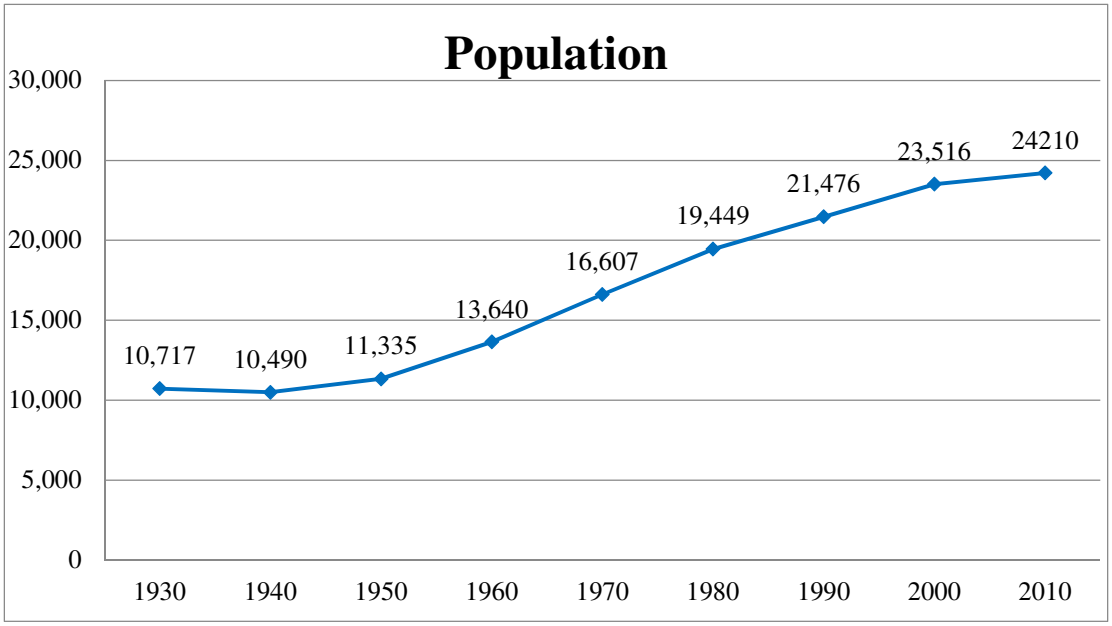


Table NOR 1: Population by Age

Age	County	Norfolk
<5	7.4%	7.7%
5-64	77.9%	77.6%
>64	14.7%	14.7%
Median	37.1	35.5

Source: U.S. Census Bureau, 2010

Table NOR 1 compare the age of the population in Norfolk with that of the county. While the percentage of persons in each age group is similar, the county has a slightly higher median age than Norfolk. Age cohorts are relevant to hazard mitigation insofar as the very young and elderly populations may be more vulnerable to certain hazards than others. For a more elaborate discussion of this vulnerability, please see *Section Four: Risk Assessment*.

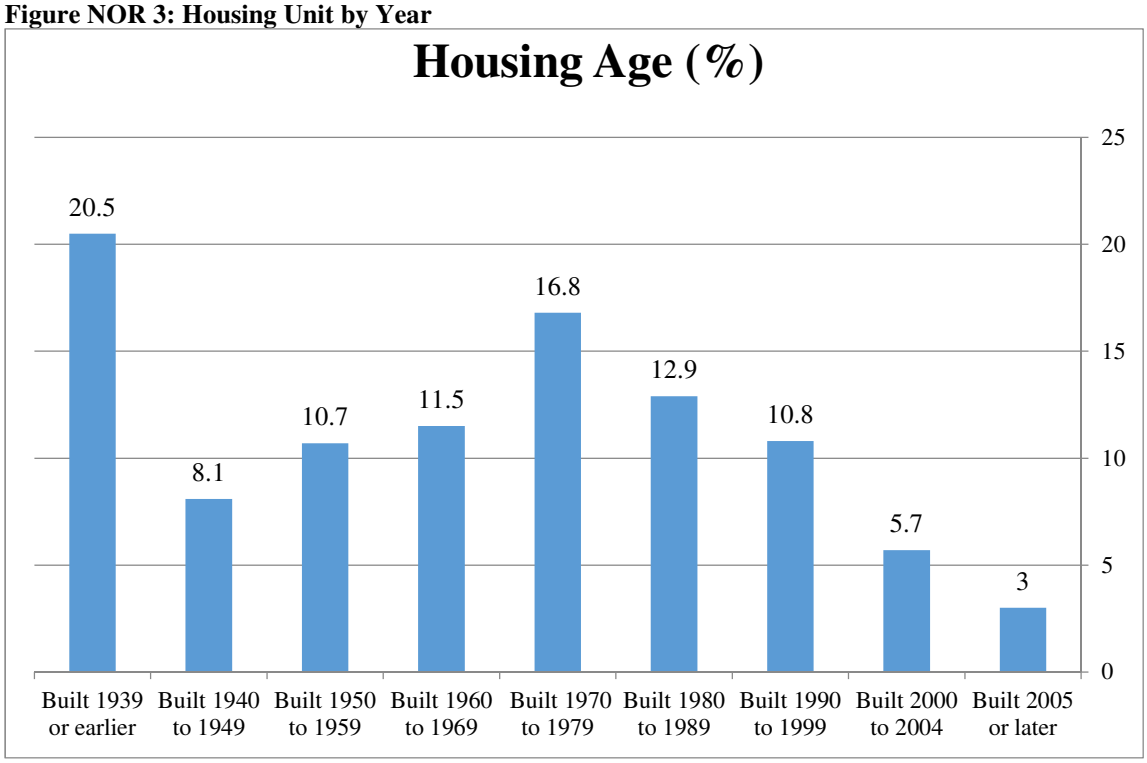
Median household income, per capita income, home value and rent for the Norfolk compares with broader county values as shown in Table NOR 2. The median household income, per capita income, median home value, and median rent is only slightly higher in the county than in Norfolk. These economic indicators are relevant to hazard mitigation insofar as it indicates the relative economic strength compared to the county as a whole. Areas with economic indicators which are relatively low may influence a community's level of resiliency during hazardous events.

Table NOR 2: Housing and Income

	County	Norfolk
Median Household Income	$45,717	$40,415
Per Capita Income	$23,970	$21,182
Median Home Value	$106,500	$102,800
Median Rent	$566	$521

Source: U.S. Census Bureau, 2010 American Community Surveys 5-year Estimates

Figure NOR 3: Housing Unit by Year



According to 2010 Census data, the city has 10591 housing units; with 92.4 percent of those units occupied. Four units, or 1.7 percent of the city's housing, are classified as mobile homes and 39.3 percent of the city's housing was built before 1960. This housing information is relevant to hazard mitigation insofar as the age of housing may indicate which housing units were built prior to state building codes being developed or prior to FIRMs being issued to NFIP participating communities. Further, unoccupied housing may suggest that future development may be less likely to occur. Finally, communities with a substantial number of mobile homes may be more vulnerable to the impacts of high winds, tornados, and severe winter storms.

Governance

A community's governance indicates the number of boards or offices that may be available to help implement hazard mitigation actions. The city is governed by the major and city council. The city council consists of one president and seven council members. The city also has the following staff:

- Clerk
- City Administrator
- Treasurer
- Attorney

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- City Engineer
- Chief of Police
- Sewage Plant Superintendent
- Sewer/Water Commissioner
- Street Commissioner
- Solid Waste Manager
- Finance Officer
- Human Resources Director
- Parks
- Planning Commissioner
- Property/Operations Manager
- Assistant Engineer

Future Development Trends

The city's population has been growth since 1940 and the city planning team expects the city to continue to grow in the next five to ten years. New structures are expected to take place in the north, west, and east part of the city. This is consistent with the city comprehensive plan. The current Norfolk Comprehensive plan has numerous multiple land use maps, which are accessible from the city's website. This information is relevant to hazard mitigation plans insofar as future development, if it were to occur, should do so in such a way to minimize its vulnerability to hazards.

Structural Inventory and Exposure

A structural inventory was completed for the corporate limits by using the County Assessor GIS data. Results from the structural inventory completed are found in Table NOR 3. Information displayed in this table includes number of structures, building exposure, estimated content exposure, and the total estimated exposure. Refer to *Section Two: Planning Process* for a detailed discussion of how the value was calculated. This information is relevant for hazard mitigation plans insofar as it presents a perceived picture of the structural makeup of the community.

Table NOR 3: Structural Inventory

Structure Type	Total Value
Commercial/Industrial	614,049,520
Agricultural	10,856,152
Residential	$1,209,559,720
Other	$67,355,812
Total	$1,901,821,204

Transportation

Norfolk lies northeast of the intersection of Hwy-275 and Hwy-81. Hwy-81 runs north/south and accommodates on average 8,310 vehicles per day, 1,185 of which are heavy commercial vehicles. Hwy-275 runs east/west through the southern part of the city, and accommodates on average 6,089 vehicles per day, 500 of which are heavy commercial vehicles. This information is important to hazard mitigation plans insofar as is suggests possible evacuation corridors in the community, as well as areas more at risk of transportation incidents.

Critical Infrastructure/Key Resources

Each participating jurisdiction identified critical facilities vital for disaster response, providing shelter to the public, and essential for returning the jurisdiction's functions to normal during and after a disaster. Critical facilities were identified during the 2009 planning process and updated by local planning team during as a part of the plan update. Norfolk has five critical facilities located in the 1% Annual Flood Risk Zone. The following figure indicates the location of critical facilities for the jurisdiction.

Figure NOR 4: Critical Facilities

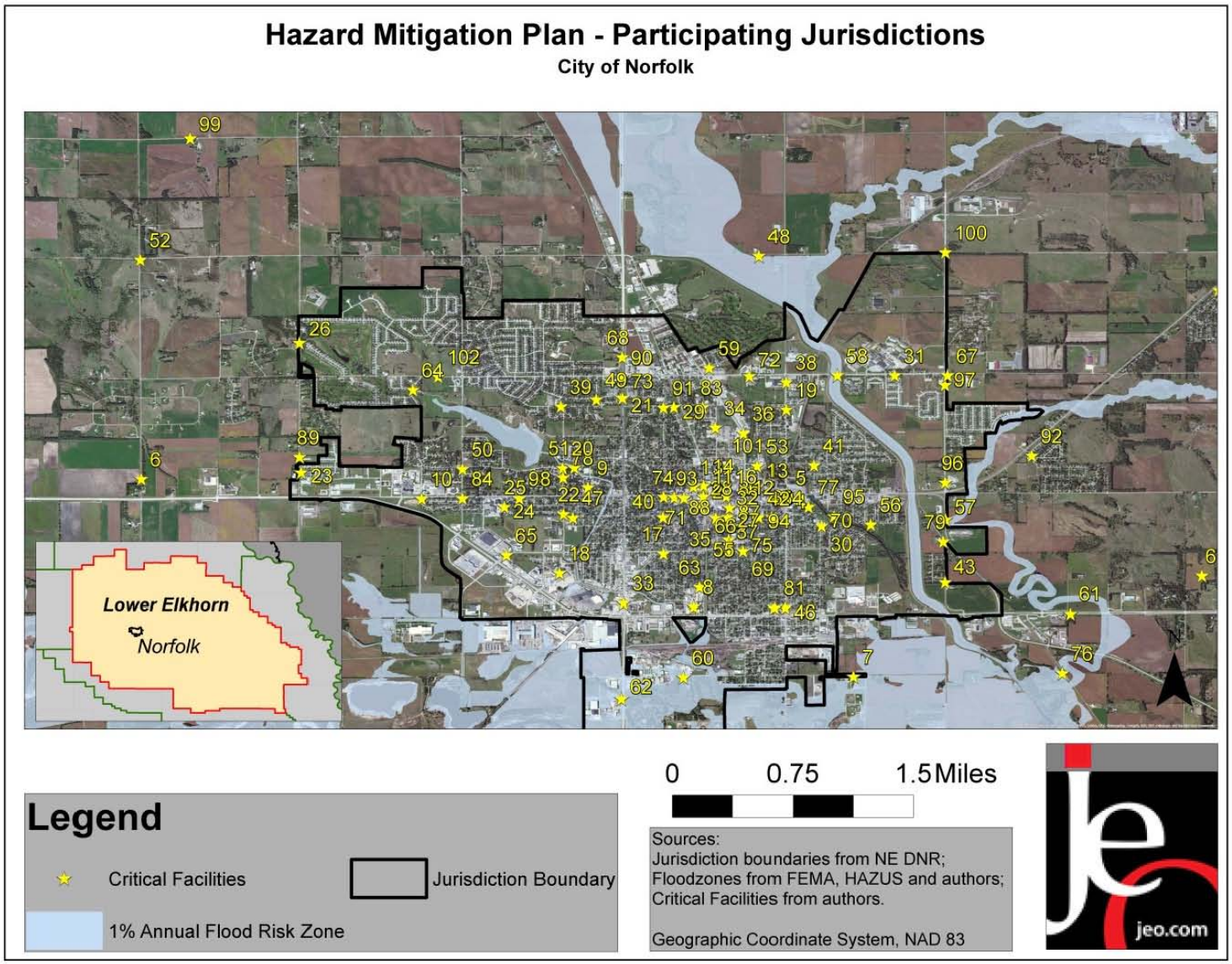

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Table NOR 4: Critical Facilities Key

Number	Name
1	Police Station
2	Fire Station
3	Prevention Bureau/Emergency Management
4	City Auditorium
5	Water Department
6	Water Treatment Plant
7	Water Treatment Plant*
8	Street Division
9	East Camput - Faith Regional Hospital
10	West Campus - Faith Regional Hospital
11	Peoples Natural Gas
12	U.S. West Communications
13	WJAG/KEXL Radio Station
14	KNEN / US 92 Radio Station
16	Norfolk Daily News
17	Edgewood Vista
18	Golden Living Community - Norfolk Chateau
19	Madison House
20	St. Joseph's Rehab and Care Center
21	Heritage of Bel Air
22	The Meadows
23	The Homestead Assisted Living Residence
24	Norfolk Catholic Schools - Elementary
25	Norfolk Catholic Schools - High School
26	Lutheran High Northeast
27	Christ Lutheran Elementary
28	Keystone Christian
29	St. Paul's Elementary
30	Park Avenue Christian
31	Northeast Community College
32	Norfolk Public School Offices
33	Alternative for Success
34	Lifelong Learning Center
35	Early Childhood Center
36	Senior High School
37	Junior High School
38	Middle School
39	Bel Air Elementary
40	Grant Elementary
41	Jefferson Elementary
42	Lincoln Elementary
43	Montessori Elementary
46	Washington Elementary

47	Westside Elementary
48	Winter Elementary
49	Woodland Park Elementary
50	250,000 Gallon Elevated Storage Tank
51	Booster Station*
52	One Million Gallon Reservoir
53	Lift Station #1
54	Lift Station #2
55	Lift Station #3
56	Lift Station #4
57	Lift Station #5
58	Lift Station #6*
59	Lift Station #7
60	Lift Station #8*
61	Lift Station #9
62	Lift Station #10*
63	Lift Station #11
64	Lift Station #12
65	Lift Station #13
66	Christ Lutheran Church, Missouri Synod
67	Christ The Servant Lutheran Church ELCA
68	Church of Christ Glen Park
69	Church of God New Life
70	Community Bible Church
71	Congregational United Church of Christ
72	First Baptist Church
73	First Christian Church
74	First Presbyterian Church of Norfolk
75	Grace Lutheran Church, Missouri Synod
76	Harvest Church
77	Heartland Baptist Church
78	Immaculate Monastery
79	Kingdom Hall of Jehovah's Witness
80	Macedonian Missionary Baptist
81	Mount Olive Lutheran, Missouri Synod
82	Norfolk Baptist Church
83	Northern Heights Baptist Church
84	Our Savior Lutheran Church, Missouri Synod
85	Peace United Church of Christ
86	Sacred Heart Church
87	Sacred Heart Parish
88	Seventh Day Adventist Church
89	Shepherd of Peace Lutheran Church, Wisconsin Synod
90	St. John's Lutheran Church ELCA
91	St. Paul's EV Lutheran Church, Wisconsin Synod

92	The Church of Jesus Christ of Latter-Day Saints
93	Trinity Episcopal Church
94	United Lutheran Church
95	United Methodist Parish of Norfolk
96	Victory Road Assembly of God
97	Victory Road Evangelical Free Church
98	Westridge United Methodist Church
99	NPPD Substation
100	ERPPD Substation
101	City of Norfolk Administration Building
102	Fire Station #2

**Indicates the facility is located in the 1% Annual Flood Risk Zone.*

Risk Assessment

Historical Occurrences

The NCDC reported 50 severe weather events from 1996 to 2014 with a total of 403,000 dollars of property damage. Refer to Table NOR 4 for detailed information of each severe weather event including date, extent, property damage, and crop damage. The reported events by each participant during the public meetings are listed in *Section Four: Risk Assessment* under each hazard section.

Table NOR 5: NCDC Severe Weather Events

Date	Hazard	Magnitude	Deaths	Injuries	Property Damage	Crop Damage
4/14/2012	Flash Flood		0	0	$200,000	$0
7/5/2000	Flash Flood		0	0	$0	$0
6/29/1997	Flash Flood		0	0	$0	$0
7/19/1999	Flash Flood		0	0	$0	$0
4/21/1997	Funnel Cloud		0	0	$0	$0
4/21/1997	Funnel Cloud		0	0	$0	$0
7/7/1997	Funnel Cloud		0	0	$0	$0
8/20/2007	Hail	1.00	0	0	$0	$0
6/19/2008	Hail	0.88	0	0	$0	$0
6/17/2009	Hail	1.25	0	0	$0	$0
6/22/2010	Hail	1.00	0	0	$0	$0
4/9/2011	Hail	3.00	0	0	$0	$0
6/17/2011	Hail	1.00	0	0	$0	$0
4/22/2001	Hail	0.75	0	0	$0	$0
5/31/2001	Hail	0.75	0	0	$0	$0
5/31/2001	Hail	0.75	0	0	$0	$0
6/10/2001	Hail	1.00	0	0	$0	$0
4/16/2002	Hail	0.75	0	0	$0	$0
4/18/2004	Hail	3.00	0	0	$0	$0
4/20/2004	Hail	0.75	0	0	$0	$0
5/7/2005	Hail	0.88	0	0	$0	$0
4/15/2006	Hail	0.75	0	0	$0	$0

3/23/1996	Hail	1.00	0	0	$0	$0
3/23/1996	Hail	.75	0	0	$0	$0
7/7/1997	Hail	.75	0	0	$0	$0
7/7/1997	Hail	1.00	0	0	$0	$0
9/8/1997	Hail	.88	0	0	$0	$0
9/19/1998	Hail	1.25	0	0	$0	$0
9/30/2007	Lightning		0	0	$100,000	$0
4/15/2006	Lightning		0	0	$5,000	$0
4/15/2006	Lightning		0	0	$0	$0
8/4/1996	Lightning		0	1	$0	$0
8/4/1996	Lightning		0	1	$0	$0
7/18/2007	Thunderstorm Wind	55.00	0	0	$0	$0
8/9/2007	Thunderstorm Wind	60.00	0	0	$0	$0
8/21/2007	Thunderstorm Wind	52.00	0	0	$0	$0
7/10/2011	Thunderstorm Wind	59.00	0	0	$0	$0
5/26/2013	Thunderstorm Wind	50.00	0	0	$0	$0
5/29/2013	Thunderstorm Wind	52.00	0	0	$0	$0
7/21/2002	Thunderstorm Wind	50	0	0	$0	$0
7/5/2003	Thunderstorm Wind	55	0	0	$0	$0
6/10/2004	Thunderstorm Wind	51	0	0	$0	$0
7/3/2004	Thunderstorm Wind	50	0	0	$0	$0
8/10/2006	Thunderstorm Wind	52	0	0	$0	$0
8/11/2006	Thunderstorm Wind	50	0	0	$0	$0
7/1/1996	Thunderstorm Wind	61	0	0	$30,000	$0
8/6/1996	Thunderstorm Wind	52	0	0	$2,000	$0
6/19/1997	Thunderstorm Wind		0	0	$40,000	$0
6/19/1997	Thunderstorm Wind	74	0	0	$20,000	$0
6/19/1997	Thunderstorm Wind	74	0	0	$4,000	$0
8/14/1997	Thunderstorm Wind		0	0	$2,000	$0
5/21/1998	Thunderstorm Wind	61	0	0	$0	$0
5/21/1998	Thunderstorm Wind	52	0	0	$0	$0
7/6/1998	Thunderstorm Wind	58	0	0	$0	$0
6/23/1998	Tornado	F0	0	0	$0	$0
		Totals	0	0	$403,000	$0

Hazard Identification / List of Concerns

The following table represents a summary of specific concerns as identified through the planning process. Areas addressed include: historic occurrences within the jurisdiction, vulnerable populations, vulnerable structures, and vulnerable critical facilities. The hazards are included in the table based on ranks provided by the local planning team.

Table NOR 6: Risk Assessment

Risk Assessment				
Hazard	Has this occurred in the past (yes/no)?	Vulnerable Populations	Property/structural Vulnerabilities	Critical Facilities Vulnerabilities
Natural Hazards				
Tornados*	Yes	All residents	Damage/destruction of above ground structures Mobile homes (1.7% of housing units) Vacant structures (7.6% of housing units)	Damage/destruction of above ground structures Damages to above ground electrical transmission lines Closure of roadways
High Winds*	Yes	All residents	Damage/destruction of above ground structures Mobile homes (1.7% of housing units) Vacant structures (7.6% of housing units)	Damage/destruction of above ground structures Damages to above ground electrical transmission lines Closure of roadways
Grass / Wildfires*	Yes	Residents living in agricultural areas Residents living in WUI areas	Structures located on the fringe of communities (WUI) Agricultural buildings located in fields or open areas	Water Tower, School, School offices, Power Plant, USDA Service Center
Flooding	Yes	Residents living in flood-prone areas Residents new to the area	Structures located in the floodplain	Lift stations, Water Treatment Plant, Booster Station
Severe Thunderstorms*	Yes	All residents	Mobile homes (1.7% of housing units) Vacant structures (7.6% of housing units)	Damage/destruction of above ground structures Damages to above ground electrical transmission lines Closure of roadways
Dam Failure*	No	None	None	Damage/destruction of facilities located in inundation areas
Ag Animal and Plant Disease*	No	None	Agricultural buildings	None
Levee Failure*	No	People in the 15% of structures in the inundation area.	1,565 Structures (15% of all structures in Norfolk)	Woodland Park Elementary, Booster Station, Lift Station 6,7,8,10, Water Treatment Plant
Severe Winter Storms	Yes	64+ years (14.7% of total pop.) LMI	Vacant structures (7.6% of housing units) Structures without backup power	Damage/destruction of above ground structures Damages to above ground electrical transmission lines Closure of roadways
Extreme Heat	Yes	<5 years 7.7% of total pop.) 64+ years (14.7% of total pop.)	None	Closure of critical facilities Loss of power to facilities
Drought	Yes	All residents	Basements and foundations Subterranean structures	Potential for water scarcity
Earthquakes	No	All residents	All structures	All structures
Landslides	No	Residents living and working near/on steep slopes	Structures located on or at the base of steep slopes	Facilities located on or at the base of steep slopes
Man-made Hazards				
Urban Fire	Yes	All residents	All structures	All facilities
Transportation	Yes	Residents living along transportation routes	Structures located along transportation routes	Facilities located along transportation routes
Terrorism	No	All residents Residents working in critical facilities	Critical facilities High profile locations	Critical facilities High profile locations
Chemical &	Yes	Residents living near chemical storage facilities	Storage facilities Structures located adjacent to	Storage facilities Facilities located adjacent to or

Risk Assessment				
Hazard	Has this occurred in the past (yes/no)?	Vulnerable Populations	Property/structural Vulnerabilities	Critical Facilities Vulnerabilities
Radiological Fixed Incidents		Residents living along transportation routes	or near storage sites and major transportation routes	near storage sites and major transportation routes
Civil Disorder	No	All residents Residents working in critical facilities	Critical facilities High profile locations	Critical facilities High profile locations

**Identified as a high priority hazard for the community*

The City of Norfolk's Emergency Operations Plan is an annex of the Madison County Local Emergency Operations Plan. While the plan uses an all hazard planning approach, it addresses no particular hazard specifically.

Tornados and High Winds
The local planning team ranked tornados and high winds as a a high priority hazard for the community. According to the NCDC data there were 21 storm events which included strong winds (50+ knots) and winds of this magnitude, according to the Beaufort Wind Force Ranking, can cause trees to uproot, considerable structure damage, and the overturning of improperly anchored mobile homes. For more information regarding Tornados and High Winds, which often impact a wide area and may have a similar degree of probability in all areas across the LENRD, please reference the upfront section of this plan update.

The city of Norfolk has a data back-up system for municipal records. Before and during severe weathers, the city offers text alerts for community members as well as the people that are in the area. However, there are no community safe rooms in the city or in the mobile home parks. The city is in the progress of establishing a database of vulnerable populations in order to protect them. Developing community safe rooms will also be a priority for the community.

Norfolk has completed projects which address this hazard, such as obtaining generators and tornado sirens. Norfolk also identified and included a number of projects in this plan intended to mitigate the effects of tornados and high winds.

Grass/Wildfires
The local planning team ranked grass/wildfires as a high priority hazard for the community. Although there is no recorded wildfire event by NCDC at the city level, the Norfolk fire Department reported one wildfire in 2008.

Norfolk is not a heavily forested area. The threats of grass/wildfires may present themselves in fires which occur in crop lands surrounding the area. The Wildland Urban Interface takes place beyond the municipal limits, and approaches unincorporated agricultural land.

Norfolk intends to mitigate the impacts of this hazard with projects such as updating their comprehensive plan to minimize Wildland Urban Interface development.

Flooding
The local planning team ranked flooding as a high priority hazard for the community. Figure NOR.4 shows the critical facilities located within the floodplain. According to NCDC, there were four reported flash floods and the one on April 14, 2012 caused a total of 200,000 dollars of property damages.

Norfolk intends to pursue a number of projects which address this hazard, such as flood prone property acquisition, NFIP and CRS participation, and more.

Severe Thunderstorms
The local planning team ranked severe thunderstorms as a high priority hazard for the community and expected that more than four severe thunderstorms would take place in the community in the next decade. For more information regarding Severe Thunderstorms, which often impact a wide area and may have a similar degree of probability in all areas across the LENRD, please reference the upfront section of this plan update.

According to NCDC, there were 21 reported hail event with no reported damages and 24 severe thunderstorms and lightening events with a total of 203,000 dollar of property damages. The city has utilized surge protection at critical facilities.

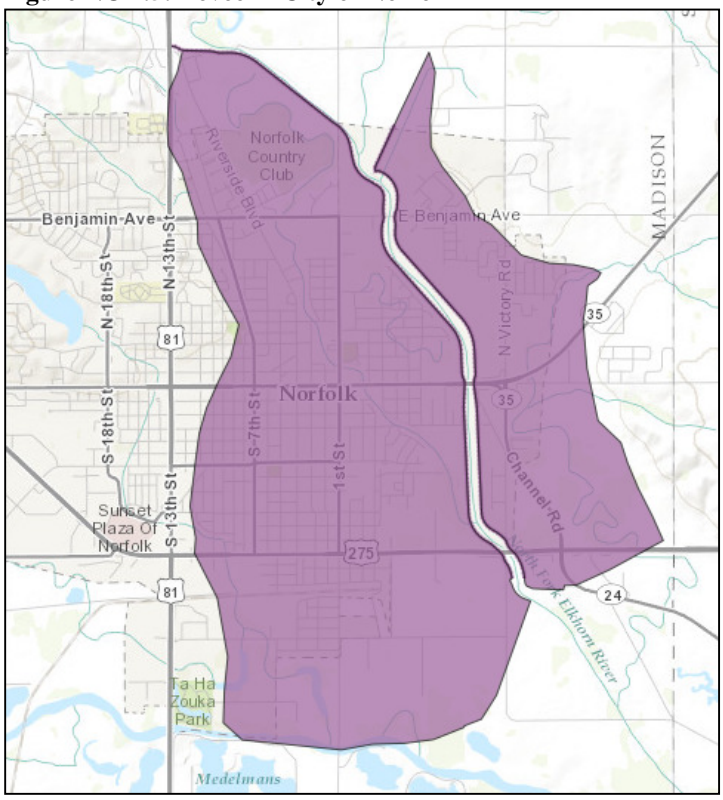
Norfolk identified and included a number of projects in this plan intended to mitigate the effects of this hazard. For example, projects such as stormwater and drainage improvements are included.

Dam Failure
While dam failure was not among the top concerns for the community there is some risk and vulnerability for the community in this regard. There have been no historical occurrences of dam failure impacting city but during the development of the 2009 hazard mitigation plan.
.
Ag Animal and Plant Disease
According to U.S. Census, 2.71 percent of the local economy is agricultural related in the city. Although there is no reported historical occurrences by residents or local official or found in any other document, if disease took place, the impacts to local residents and economy would be significant. Due to the limitation of available at the local level, no further analysis could be conducted as this update of the plan. For more information on this hazard, please reference the upfront section.

Norfolk did not identify projects to mitigate the impacts of this hazard.

Levee Failure
The planning team for Norfolk ranked levee failure as a high priority hazard for the community. According to the local planning team, the Levee in the city is FEMA certified. If a levee failure was to happen, it will cause loss of property for private and local business.

Figure NOR.5: Levee in City of Norfolk



Source: US Army Corps of Engineers

Capability Assessment

The capability assessment consisted of two main components: a Capability Assessment Survey completed by the jurisdiction and a review of local existing policies, regulations, plans, and the programs. The survey is used to gather information regarding the jurisdiction's planning and regulatory capability; administrative and technical capability; fiscal capability; and educational and outreach capability.

Table NOR 7: Capability Assessment

Survey Components/Subcomponents		Comments
Planning & Regulatory Capability	Comprehensive Plan	Yes (2001)
	Capital Improvements Plan	Yes
	Hazard Mitigation Plan	Yes
	Economic Development Plan	Yes
	Emergency Operational Plan	Yes
	National Resources Protection Plan	No
	Open Space Preservation Plan	No
	Floodplain Management Plan	Yes
	Storm Water Management Plan	Yes
	Zoning Ordinance	Yes
	Subdivision Regulation/Ordinance	Yes
	Floodplain Ordinance	Yes

Survey Components/Subcomponents		Comments
	Building Codes	Yes
	National Flood Insurance Program	Yes
	Community Rating System	Yes
	Other (if any)	N/A
Administrative & Technical Capability	Planning Commission	Staff: 2
	Hazard Mitigation Planning Commission	Staff: 1
	Floodplain Administration	Staff: 1
	Emergency Manager	Staff: 1
	GIS Coordinator	Staff: 1
	Chief Building Official	Staff: 1
	Civil Engineering	Staff: 2
	Staff Who Can Assess Community's Vulnerability to Hazards	Staff: 1
	Grant Manager	Staff: 2
	Other (if any)	N/A
Fiscal Capability	Capital Improvement Project Funding	No
	Community Development Block Grant	Yes
	Authority to Levy Taxes for Specific Purposes	Yes
	Gas/Electric Service Fees	No
	Storm Water Service Fees	No
	Water/Sewer Service Fees	Yes
	Development Impact Fees	No
	General Obligation Revenue or Special Tax Bonds	Yes
	Other (if any)	NA
Education & Outreach Capability	Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes
	Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes, at the NRD level
	Natural Disaster or Safety related school programs	Yes
	StormReady Certification	No
	Firewise Communities Certification	No
	Public-private partnership initiatives addressing disaster-related issues	No
	Other (if any)	Yes, at the NRD level

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Plans, Documents, and Information Used

Throughout the planning process, a number of studies, reports, and technical information have been used to develop the plan. A listing of general sources of information used for all sections of the plan is listed in *Section 2: Planning Process*. Below is a list of specific sources used to establish the participant section and a program status as provided by the planning team. This table also indicates if the hazard mitigation plan was integrated into the source.

Table NOR 8: Sources, Reports, Regulations, and Programs

Source/Report/Regulation	Present Yes/No	Date Completed	Hazard Mitigation Plan Incorporated Yes/No
http://www.ci.norfolk.ne.us/	N/A	Current	N/A
Comprehensive Development Plan	Yes	2001	No
Zoning/Subdivision Regulations	Yes	September 16, 2008	No
Effective Floodplain Maps	Yes	February 4, 2005	N/A
Flood Insurance Study (FIS)	Yes	September 16, 1980	N/A
Norfolk's Emergency Operations Plan	Yes	May 2, 2011	No
Program	**Participation**	**Membership Date**	**Policies**
CRS	No	N/A	N/A
NFIP	Yes	March 16, 1981	72

Mitigation Actions

Table NOR 9: Norfolk Action Items

ACTION 2.1.1	Backup Generators
Analysis	Provide a portable or stationary source of backup power to redundant power supplies, municipal wells, lift stations, and other critical facilities and shelters.
Goal/Objective	Goal 2/Objective 2.1
Hazard(s) Addressed	Tornados and high winds, severe winter storms, severe thunderstorms
Benefits	Reduce the danger to human life/health by keeping utilities operating. Reduce the economic downtime associated with utility loss.
Estimated Cost	$15,000-$30,000 per generator
Potential Funding	HMGP, LENRD, Governing County & Local Governing Agency
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

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ACTION 2.1.2	Storm Shelter / Safe Rooms
Analysis	Design and construct storm shelters and safe rooms in highly vulnerable areas such as mobile home parks, campgrounds, school, and other areas.
Goal/Objective	Goal 2/Objective 2.1
Hazard(s) Addressed	Tornados and high winds, severe thunderstorms
Benefits	Reduce the risk of death or injury in areas vulnerable to tornados, severe thunderstorms and other hazards.
Estimated Cost	$200-$300/sf stand alone; $150-200/sf addition/retrofit
Potential Funding	PDM, HMPG, LENRD, Governing County & Local Governing Agency
Timeline	Three to Five Months
Priority	Low
Lead Agency	MH Park Owners
Status	Not Started. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

ACTION 2.1.5	Power and Service Lines
Analysis	Communities can work with their local Public Power District or Electricity Department to identify vulnerable transmission and distribution lines and plan to bury lines underground or retrofit existing structures/infrastructure to be less vulnerable to storm events. Electrical utilities shall be required to use underground construction methods where possible for future installation of power lines. Activities could include: Replacing damaged/aging power poles lines and removing unused lines from poles; burying power lines; install pad mounted transformers; elevating transformers above floodplain; adding guy wire and support; removing large diameter communication lines; replacing damaged poles with higher class; using multiple poles or dead end structures to support; replacing porcelain cutout; ice-proof cutouts; and use dead head poles.
Goal/Objective	Goal 2/Objective 2.1
Hazard(s) Addressed	Tornados and high winds, severe winter storms, severe thunderstorms
Benefits	Reduce the danger to human life/health by keeping utilities operating. Reduce the economic downtime associated with utility loss. Reduce the costs associated with recurring repairs due to severe weather.
Estimated Cost	$70,000/mile for burying, other costs vary
Potential Funding	HMGP, PDM, LENRD, Governing County & Local Governing Agency
Timeline	Five years
Priority	Medium
Lead Agency	Power Companies
Status	In Progress. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

ACTION 2.1.10	Stormwater System and Drainage Improvements
Analysis	Larger communities generally utilize underground stormwater systems comprising of pipes and inlets to convey runoff. Undersized systems can contribute to localized flooding. Stormwater system improvements may include pipe upsizing and additional inlets. Retention and detention facilities may also be implemented to decrease runoff rates while also decreasing the need for other stormwater system improvements.

ACTION 2.1.10	Stormwater System and Drainage Improvements
	Smaller communities may utilize stormwater systems comprising of ditches and culverts to convey runoff. Undersized systems can contribute to localized flooding. Drainage improvements may include ditch upsizing, ditch cleanout and culvert improvements.
Goal/Objective	Goal 2/Objective 2.1
Benefits	Reduces the risk of interior, localized flooding and the damages incurred from it by effectively conveying runoff. Also reduces the risk of illness/disease by eliminating standing water.
Hazard(s) Addressed	Flooding
Estimated Cost	$10,000-$50,000 for smaller communities, $100,000+ for larger
Potential Funding	HMGP, PDM, CDBG, LENRD, Governing County & Local Governing Agency
Timeline	One to Five years
Priority	High
Lead Agency	Community
Status	In Progress. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

ACTION 2.2.1	Flood-Prone Property Acquisition
Analysis	Encourage flood-prone property owners to voluntarily relinquish/sell that property to the City/Village
Goal/Objective	Goal 2/Objective 2.2
Hazard(s) Address	Flooding, Dam Failure, Levee Failure
Benefits	Removing these properties would reduce or eliminate their vulnerability to flooding.
Estimated Cost	Varies
Potential Funding	HMGP, PDM, CDBG, USACE, FMA, SRL, RLC, LENRD, Governing County & Local Governing Agency
Timeline	One to Two years
Priority	Low
Lead Agency	City
Status	Not Started. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

ACTION 2.2.4	Create a City/Village wide Master Plan to Prioritize all Flood Related Projects
Analysis	Identify potential flooding sources and flood-vulnerable areas. Explore solutions and prioritize.
Goal/Objective	Goal 2/Objective 2.2
Hazard(s) Address	Flooding, Dam Failure, Levee Failure
Benefits	Identifying flooding sources and flood-vulnerable areas will allow to community to specify where mitigation measures should be focused.
Estimated Cost	$50,000 - $100,000
Potential Funding	HMGP, PDM, LENRD, Governing County & Local Governing Agency
Timeline	N/A
Priority	N/A

Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

ACTION 2.3.2	Participate in the Community Rating System (CRS)
Analysis	Participation in the CRS, part of the NFIP, can provide a movement for the community to undertake a number of projects and activities designed to increase the flooding mitigation efforts.
Goal/Objective	Goal 2/Objective 2.3
Hazard(s) Addressed	Flooding
Benefits	Reduces the risk of flooding and flood insurance premiums.
Estimated Cost	N/A
Potential Funding	N/A
Timeline	Ongoing
Priority	High
Lead Agency	City
Status	Not Started. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

ACTION 2.3.6	Continue Participation in the National Flood Insurance Program (NFIP)
Analysis	Maintain good standing with National Flood Insurance Program (NFIP).
Goal/Objective	Goal 2/Objective 2.3
Hazard(s) Addressed	Flooding
Benefits	Maintaining food standing ensures that residents of a community can purchase Flood Insurance for their homes. If not, they could hold the local government liable if flooded.
Estimated Cost	N/A
Potential Funding	N/A
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	In Progress. This action was listed in the previous mitigation plan.

ACTION 2.3.11	Update Comprehensive Plan
Analysis	Update Comprehensive Plan
Goal/Objective	Goal 2/Objection 2.3
Hazard(s) Address	All Hazards
Benefits	Up-to-date comp plan provides a good understanding at planning and organizing a community's future grown, needs and goals.
Estimated Cost	$10,000 +
Potential Funding	Local Governing Agency
Timeline	Two to Three years
Priority	Medium
Lead Agency	City
Status	In Progress. This action was listed in the previous mitigation plan. Norfolk would like this action to remain in this plan update.

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ACTION 3.1.1	Public Awareness
Analysis	Through activities such as outreach projects, distribution of maps and environmental education increase public awareness of natural hazards to both public and private property owners, renters, businesses, and local officials about hazards and ways to protect people and property from these hazards. Also, educate citizens on water conservation methods, evacuation plans, etc. In addition, purchasing equipment such as overhead projectors and laptops.
Goal/Objective	Goal 3/Objective 3.1
Hazard(s) Addressed	All hazards
Benefits	Public awareness reduces the risk of property loss and damage, injury and death. It increases knowledge on emergency procedures, facilities, conservation, and is key to preparedness.
Estimated Cost	$0-$5,000+
Potential Funding	HMGP, PDM, LENRD, Governing County & Local Governing Agency
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

ACTION 4.2.2	Emergency Operations Center (EOC)
Analysis	Identify and establish and Emergency Operations Center
Goal/Objective	Goal 4/Objective 4.1
Hazard(s) Address	All Hazards
Benefits	Having a EOC is integral for providing efficient communication and coordination in the event of an emergency
Estimated Cost	Varies
Potential Funding	HMGP, PDM, Madison County, City of Norfolk, NEMA
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

ACTION 4.3.1	Weather Radios
Analysis	Conduct an inventory of weather radios at schools and other critical facilities and provide new radios as needed.
Goal/Objective	Goal 4/Objective 4.3
Hazard(s) Addressed	All hazards
Benefits	Reduces the risk of death/injury associated with severe weather conditions by communication.
Estimated Cost	$50/per radio
Potential Funding	HMGP, PDM, LENRD, Governing County & Local Governing Agency
Timeline	Ongoing
Priority	N/A

Lead Agency	N/A
Status	Although his action was listed in the previous mitigation plan, it is no longer relevant. This decision was made in order to prioritize other projects identified in this plan update.

ACTION 4.3.3	Warning Systems
Analysis	Improve city cable TV interrupt warning system and implement telephone interrupt system such as Reverse 911, emergency text messaging warning system, etc.
Goal/Objective	Goal 4/Objective 4.3
Hazard(s) Addressed	Tornados and high winds, severe winter storms, severe thunderstorms
Benefits	Reduces the risk of death/injury associated with severe weather; promoting awareness and ensures people take shelter when needed.
Estimated Cost	$5,000+
Potential Funding	HMGP, PDM, LENRD, Governing County & Local Governing Agency
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

ACTION 4.3.4	Alert Sirens
Analysis	Perform an evaluation of existing alert sirens in order to determine sires which should be replaced or upgraded. Install new sirens where lacking.
Goal/Objective	Goal 4/Objective 4.3
Hazard(s) Addressed	All hazards
Benefits	Reduces the risk of death/injury associated with severe weather; promoting awareness and ensures people take shelter when needed.
Estimated Cost	$15,000+
Potential Funding	HMGP, LENRD, Governing County & Local Governing Agency
Timeline	N/A
Priority	N/A
Lead Agency	N/A
Status	Complete. This action was listed in the previous mitigation plan.

City of Norfolk, Norfolk Transfer Station			
Transfer Tractor bids, 5/29/2015 1:00 pm.			
Vendor	Total before trade	Trade-in of IH	Net Cost-Cash payment
Cornhusker International Truck	$212,958.12	$2,500.00	$210,485.12
Peterbilt of Norfolk	$225,852.00	$2,000.00	$223,852.00
Norfolk Truck (Plastic bumper)	$212,327.88	$4,000.00	$208,327.88
Norfolk Truck (Stainless bumper)	**$213,387.88**	**$4,000.00**	**$209,387.88**

CHANGE ORDER
NO. 1
DATED: June 15, 2015

PROJECT: Paving District Nos. 506 and 507

OWNER: CITY OF NORFOLK

CONTRACTOR: Elkhorn Paving Construction Co., Inc.

TO: Elkhorn Paving Construction Co., Inc.

You are directed to make the changes noted below in the subject contract:

OWNER: City of Norfolk, Nebraska

BY:

DATE:

NATURE OF THE CHANGE:

Paving District No. 506 (Berry Hill 16th Addition)

Add:	9. Rock Flume	1 L.S.	$500.00	+	$500.00
Subtotal Change for Paving District No. 506				+	$500.00
Total of this change order:				+	$500.00

The changes result in the following adjustment of Contract Price:

Contract price prior to this change order:		$183,935.53
Net resulting from this change order:	+	$500.00
Current contract price including this change order:		$184,435.53

The above changes are approved:

Elkhorn Paving Construction Co., Inc.

BY:

DATE: 6-10-15

The above changes are accepted:

CITY ENGINEER'S OFFICE

BY:

DATE: 6-10-15

CORNHUSKER
AUTO CENTER
700 East Norfolk Avenue • Norfolk, NE 68701
(402) 371-3765 • FAX (402) 371-8728

May 28, 2015

City of Norfolk
Norfolk Police Dept.

RE: Truck Proposal

To Whom It May Concern:

We are pleased to submit the following bid for your approval:
2015 Police Edition ½ Ton Crew Cab 4wd 1500 CC SV per your specifications at $27,700.00.
This bid is $49 lower than the state bid and waives the $500 drop-ship fee charged for state bids.

We appreciate this opportunity to serve you and our community and as always when we buy locally we all win.

Sincerely,

Al Rajaee
President, Cornhusker Auto Center, Inc.

CORNHUSKER AUTO CENTER
Justin Maxey
Sales Manager
700 E. Norfolk Ave • Norfolk, NE 68701
Bus: (402) 371-3765 • Toll Free: 1 (800) 642-6629
Fax: (402) 371-8728 • Cell: (402) 750-1755
www.cornhuskerauto.com • justin@cornhuskerauto.com

CHRYSLER DODGE GRAB LIFE BY THE HORNS Jeep

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

VENDOR ADDRESS:

HUSKER AUTO GROUP
6833 TELLURIDE DR
LINCOLN NEBRASKA 68521-8981

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Primary Award

CNG Award

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

2015 Production Year

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4801 OF
2015 or Current Production Year, 1/2 TON REGULAR CAB 4X4 PICKUP TRUCK, as per the attached specifications, terms and conditions for the 2015 Production Year.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: CHEVROLET SILVERADO

Delivery: 35-125 Days ARO.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Dianna Gilliland 10-23-14
BUYER
KS 10-23-14
10-27-14
MATERIEL ADMINISTRATOR

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

PAGE	ORDER DATE
2 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:
1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@vtaig.com

(djo 10/20/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	1/2 TON REGULAR CAB 4X4 CHEVROLET SILVERADO 2015 or Current Production Year 1/2 Ton Regular Cab 4x4 Pickup Truck GVWR: 7,000 Series, Code, Trim Level: 1500-CK15903-Base LS	20.0000	EA	24,699.0000

BUYER INITIALS

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
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PAGE	ORDER DATE
3 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Engine: L83-5.3L Ecotec3 Transmission No. /Gear Ratio No.: MYC/GU4 3.08 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	CNG 1/2 TON REGULAR CAB 4X4 CHEVROLET SILVERADO 2015 or Current Production Year CNG 1/2 Ton Regular Cab 4x4 Pickup Truck Engine: L83 5.3L Ecotec3 FHS CNG Transmission No. /Gear Ratio No.: MYC/GU4 3.08 GVWR: 7,000 Series, Code, Trim Level: 1500-CK15903 Base LS The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. OPTIONS:	20.0000	EA	35,284.0000
3	ENGINE (OTHER GAS) LV3 ENGINE SIZE 4.3L ECOTEC3 V6	20.0000	EA	-467.0000
4	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	20.0000	EA	354.0000
5	ELECTRONIC COMPASS TEMP DISPLAY	20.0000	EA	497.0000
6	SLIDING REAR VISION WINDOW (DEALER INSTALLATON ACCEPTABLE)	20.0000	EA	798.0000
7	PICKUP BOX LENGTH OF APPROXIMATELY 6 1/2 FEET WITH CORRESPONDING WHEELBASE DIMENSIONS OF BOX BID: 78.81" LENGTH, 64.6" WIDTH, 51.03" WIDTH BETWEEN WHEEL WELLS	20.0000	EA	-139.0000
8	TRAILER TOWING PACKAGE (DEDUCT)	20.0000	EA	-247.0000

BUYER INITIALS

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
9	CARGO LIGHT	20.0000	EA	109.0000
10	STANDARD PAINT	20.0000	EA	0.0000
11	FOR DEPARTMENT OF ROADS USE YELLOW COLOR OF CHEVROLET/GMC #WA-253A CODE (9W3)	20.0000	EA	0.0000
12	ADDITIONAL FULLY FUNCTIONAL KEY THAT ENTERS AND OPERATES THE VEHICLE	20.0000	EA	67.0000
13	EXTRA COST PAINT DEEP OCEAN BLUE METALLIC RAINFOREST GREEN METALLIC	20.0000	EA	397.0000
14	ADDITIONAL FOB IF EQUIPPED WITH REMOTE KEYLESS ENTRY	20.0000	EA	159.0000
15	ON OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND SPARE (CAN BE STEEL RIM). TIRE SIZE MUST MEET THE MINIMUM WHEEL SIZE BID ON THIS SPECIFICATION. SIZE AND PLY RATING: P26S/70R-17 4 PLY	20.0000	EA	397.0000
16	ON OFF ROAD TIRE WITH A LOAD RANGE C MINIMUM THAT MEETS THE REQUIRED SIZE AND GVW OF THE VEHICLE SIZE: LT26S/70R-17 6 PLY	20.0000	EA	574.0000
17	NON STANDARD GEAR RATIO(S) GU6 3.42	20.0000	EA	110.0000
18	TWO WHEEL DRIVE MODEL TO INCLUDE ALL SEASON TIRES (DEDUCT)	20.0000	EA	-1,297.0000
19	INTEGRATED BRAKE CONTROLLER SYSTEM DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	276.0000
20	REARVIEW CAMERA DEALER OR FACTORY INSTALLED	20.0000	EA	597.0000

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
5 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
21	FACTORY BED LINER FOR REAR BOX OF TRUCK	20.0000	EA	575.0000
22	REVERSE SENSING SYSTEM	20.0000	EA	354.0000
23	FRONT END ATTACHED TOW HOOKS IF NOT STANDARD FROM FACTORY	20.0000	EA	99.0000
24	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	20.0000	EA	499.0000
25	CD ROM SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE WHEN AVAILABLE	20.0000	EA	899.0000
26	CD ROM PARTS MANUAL EQUIPMENT AND ENGINE	20.0000	EA	399.0000
27	COST FOR WARRANTY FROM MANUFACTURER YEARS: 5 MILES: 100,000 POWER TRAIN	20.0000	EA	0.0000
28	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	500.0000
29	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	309.0000

BUYER INITIALS

R43500|NISC0001 100423

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:
http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

R43500|NISC0001 100416

#2 LS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/27/14	**Page**	1 of 6
Solicitation Number	4801 OF		
Opening Date and Time	09/17/14	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

2015 or Current Production Year 1/2 TON REGULAR CAB 4X4 PICKUP TRUCK as per the attached specifications for the 2015 Production Year.

Unit bid must meet the attached specifications.

Disregard the Qty and Unit of Measure on the Invitation to Bid sheet. See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Per Nebraska' s Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
_____NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.
_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 15 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 35/125 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here James **(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)**

VENDOR#
VENDOR: Husker Auto Group, Inc
Address: 6833 Telluride Dr
Lincoln, NE 68521

Enter Contact Information Below

Contact Chuck Ames
Telephone 402-610-0465
Facsimile 402-479-7658
Email Cames@Vtaig.com

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
1 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

VENDOR ADDRESS:

HUSKER AUTO GROUP
6833 TELLURIDE DR
LINCOLN NEBRASKA 68521-8981

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Primary Award

CNG Award

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

2015 Production Year

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4801 OF
2015 or Current Production Year, 1/2 TON REGULAR CAB 4X4 PICKUP TRUCK, as per the attached specifications, terms and conditions for the 2015 Production Year.

See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: CHEVROLET SILVERADO

Delivery: 35-125 Days ARO.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Dianna Gilliland 10-23-14
BUYER
KS 10-23-14
10-27-14
MATERIEL ADMINISTRATOR

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

PAGE	ORDER DATE
2 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:
1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor' s bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor' s bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Chuck Ames
Phone: 402-610-0465
Fax: 402-479-7658
E-Mail: cames@vtaig.com

(djo 10/20/14)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	1/2 TON REGULAR CAB 4X4 CHEVROLET SILVERADO 2015 or Current Production Year 1/2 Ton Regular Cab 4x4 Pickup Truck GVWR: 7,000 Series, Code, Trim Level: 1500-CK15903-Base LS	20.0000	EA	24,699.0000

BUYER INITIALS

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
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BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Engine: L83-5.3L Ecotec3 Transmission No. /Gear Ratio No.: MYC/GU4 3.08 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	CNG 1/2 TON REGULAR CAB 4X4 CHEVROLET SILVERADO 2015 or Current Production Year CNG 1/2 Ton Regular Cab 4x4 Pickup Truck Engine: L83 5.3L Ecotec3 FHS CNG Transmission No. /Gear Ratio No.: MYC/GU4 3.08 GVWR: 7,000 Series, Code, Trim Level: 1500-CK15903 Base LS The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered. OPTIONS:	20.0000	EA	35,284.0000
3	ENGINE (OTHER GAS) LV3 ENGINE SIZE 4.3L ECOTEC3 V6	20.0000	EA	-467.0000
4	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	20.0000	EA	354.0000
5	ELECTRONIC COMPASS TEMP DISPLAY	20.0000	EA	497.0000
6	SLIDING REAR VISION WINDOW (DEALER INSTALLATON ACCEPTABLE)	20.0000	EA	798.0000
7	PICKUP BOX LENGTH OF APPROXIMATELY 6 1/2 FEET WITH CORRESPONDING WHEELBASE DIMENSIONS OF BOX BID: 78.81" LENGTH, 64.6" WIDTH, 51.03" WIDTH BETWEEN WHEEL WELLS	20.0000	EA	-139.0000
8	TRAILER TOWING PACKAGE (DEDUCT)	20.0000	EA	-247.0000

BUYER INITIALS

R43500|NISC0001 100423

STATE OF NEBRASKA CONTRACT AWARD

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BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
9	CARGO LIGHT	20.0000	EA	109.0000
10	STANDARD PAINT	20.0000	EA	0.0000
11	FOR DEPARTMENT OF ROADS USE YELLOW COLOR OF CHEVROLET/GMC #WA-253A CODE (9W3)	20.0000	EA	0.0000
12	ADDITIONAL FULLY FUNCTIONAL KEY THAT ENTERS AND OPERATES THE VEHICLE	20.0000	EA	67.0000
13	EXTRA COST PAINT DEEP OCEAN BLUE METALLIC RAINFOREST GREEN METALLIC	20.0000	EA	397.0000
14	ADDITIONAL FOB IF EQUIPPED WITH REMOTE KEYLESS ENTRY	20.0000	EA	159.0000
15	ON OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND SPARE (CAN BE STEEL RIM). TIRE SIZE MUST MEET THE MINIMUM WHEEL SIZE BID ON THIS SPECIFICATION. SIZE AND PLY RATING: P26S/70R-17 4 PLY	20.0000	EA	397.0000
16	ON OFF ROAD TIRE WITH A LOAD RANGE C MINIMUM THAT MEETS THE REQUIRED SIZE AND GVW OF THE VEHICLE SIZE: LT26S/70R-17 6 PLY	20.0000	EA	574.0000
17	NON STANDARD GEAR RATIO(S) GU6 3.42	20.0000	EA	110.0000
18	TWO WHEEL DRIVE MODEL TO INCLUDE ALL SEASON TIRES (DEDUCT)	20.0000	EA	-1,297.0000
19	INTEGRATED BRAKE CONTROLLER SYSTEM DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	276.0000
20	REARVIEW CAMERA DEALER OR FACTORY INSTALLED	20.0000	EA	597.0000

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

PAGE	ORDER DATE
5 of 6	10/20/14
BUSINESS UNIT	BUYER
9000	DIANNA GILLILAND (AS)

VENDOR NUMBER: 500864

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14125 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
21	FACTORY BED LINER FOR REAR BOX OF TRUCK	20.0000	EA	575.0000
22	REVERSE SENSING SYSTEM	20.0000	EA	354.0000
23	FRONT END ATTACHED TOW HOOKS IF NOT STANDARD FROM FACTORY	20.0000	EA	99.0000
24	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	20.0000	EA	499.0000
25	CD ROM SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE WHEN AVAILABLE	20.0000	EA	899.0000
26	CD ROM PARTS MANUAL EQUIPMENT AND ENGINE	20.0000	EA	399.0000
27	COST FOR WARRANTY FROM MANUFACTURER YEARS: 5 MILES: 100,000 POWER TRAIN	20.0000	EA	0.0000
28	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	500.0000
29	PROTECTIVE VINYL BODY MOLDING DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	309.0000

BUYER INITIALS

R43500|NISC0001 100423

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

VALID BID TIME- Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the Invitation to Bid.

DISCOUNTS- Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

LUMP SUM OR ALL OR NONE BIDS- The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased but agrees to deliver individual items at the prices quoted.

SPECIFICATIONS- Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the Invitation to Bid the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract.

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST- Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at:
http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

R43500|NISC0001 100416

#2 LS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

Date	8/27/14	**Page**	1 of 6
Solicitation Number	4801 OF		
Opening Date and Time	09/17/14	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

2015 or Current Production Year 1/2 TON REGULAR CAB 4X4 PICKUP TRUCK as per the attached specifications for the 2015 Production Year.

Unit bid must meet the attached specifications.

Disregard the Qty and Unit of Measure on the Invitation to Bid sheet. See attached Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Per Nebraska' s Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
_____NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.
_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
The contractor, by signature to the Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 15 DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide a drug free work place environment. Vendor will furnish the items requested within 35/125 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here James **(Authorized Signature MANDATORY - MUST BE SIGNED IN INK)**

VENDOR#
VENDOR: Husker Auto Group, Inc
Address: 6833 Telluride Dr
Lincoln, NE 68521

Enter Contact Information Below

Contact Chuck Ames
Telephone 402-610-0465
Facsimile 402-479-7658
Email cames@vtaig.com

NORFOLK GM AUTO CENTER

CHEVROLET GMC BUICK

1123 South 20th Street • Norfolk, NE 68701
402-371-3377 • Toll Free: 1-800-637-3370 • Fax: 402-371-4460

Lyle,

Thank you for your recent request in purchasing two, 2015 Chevrolet Silverado ½ ton, 4x4 Regular Cab pickup trucks. Unfortunately, Norfolk GM Auto Center is unable to meet the Contract price of $24,699 each. Our price would be $25,799 for each 2015 Chevrolet Silverado ½ ton, Regular Cab pickup truck, $1,100 more than the state Contract Price. This bid does not include a Service Repair Manual. It is not readily available for purchase yet according to my Parts Manager.

Lastly, your request in purchasing a 2015 Chevrolet Colorado Extended Cab, 4x4 LT. I am happy to say that I am able to exceed the State Contract Price of $25,287. I am able to sell the City of Norfolk a 2015 Chevrolet Colorado LT Extended Cab at a price of $25,199.

Thank you for the visit a few weeks ago. Let me know if we need to move forward on the order of the Chevrolet Colorado.

Sincerely,

Brian Harbottle

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made this _____ day of June, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, hereinafter referred to as "ROTARY", WITNESSETH:

WHEREAS, CITY and ROTARY entered into an Agreement dated March 2, 2015, herein referred to as the "original agreement" and attached hereto as Exhibit "1" for the purpose of allowing ROTARY to utilize Skyview Park for the purpose of holding four separate musical performances in the park on the days of June 18, 2015; July 2, 2015; July 16, 2015; and August 6, 2015, respectively; and

WHEREAS, the parties desire to amend the terms of the original agreement to provide rain dates for the scheduled performances; and

WHEREAS, it is expressly agreed by and between the parties that this Addendum Agreement is supplemental to the original agreement to which this Addendum is attached, and all the terms, conditions and provisions of the original agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten, incorporated and included herein;

IT IS THEREFORE agreed by and between the parties as follows:

1. That paragraph 2 of the original agreement be amended to read as follows:

> "2. DATES. This Agreement shall be for the days of June 18, 2015 (with rain date of June 25, 2015); July 2, 2015 (with rain date of July 9, 2015); July 16, 2015 (with rain date of July 23, 2015); and August 6, 2015 (with rain date of August 13, 2015), respectively. ROTARY shall be responsible for cleanup from the events and shall complete said cleanup on the same day that each event is held."

IN WITNESS WHEREOF, the parties have signed this Addendum Agreement in duplicate on the date aforesaid.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

_____ By_____

City Clerk Mayor

Approved as to Form: _____
City Attorney

ROTARY CLUB OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Printed Name: _____
Title: _____

By_____
Printed Name: _____
Title: _____

EXHIBIT "1"

AGREEMENT

This Agreement is made and entered into the 2 day of March, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, hereinafter referred to as "ROTARY", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow ROTARY to use the CITY's facility at Skyview Park for musical performances which will include allowing alcohol in a portion of the park, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the park to be used in conjunction with ROTARY's purpose of holding four separate musical performances in the Park.

2. DATES. This Agreement shall be for the days of June 18, 2015; July 2, 2015; July 16, 2015; and August 6, 2015, respectively. ROTARY shall be responsible for cleanup from the events and shall complete said cleanup on the same day that each event is held.

3. STAGE. CITY shall allow ROTARY to use the concrete pad stage that has been constructed at Skyview Park for that purpose. ROTARY or ROTARY's contractors or invitees shall comply with the following loading instructions as well as with loading instructions that are posted on the canopy covering the concrete pad stage:

1. All fixtures that are hung from the steel joists and joist girders are to be temporary.
2. All hanging loads are permitted only during periods of the year where no snow load could be imposed on the roof. If fixtures are present during an abnormal snow storm, the fixtures shall be removed immediately.
3. All loads shall be hung from the joists at panel points (locations where web members intersect the top or bottom chords).
4. Joist Load: 100#/foot with individual point loads not exceeding 350#.
5. Joist Girder: No more than 2800# cumulative may be hung from an individual girder.
6. Outrigger Posts: No more than 3000# cumulative may be hung from each outrigger post.

ROTARY shall be responsible for any damage to said canopy as a result of ROTARY or ROTARY's contractors or invitees placing their equipment on it. Trucks and flatbed trailers shall only cross the sidewalk in a location approved by CITY's park and building maintenance superintendent.

4. ALCOHOL. Alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council. This Agreement hereby grants the authorization for alcohol to be consumed in the park from 6:00 p.m. to 9:30 p.m. on the respective dates of the events set forth in paragraph 2, only in the designated area

shown on the attached Exhibit "A". That area of the park shall be clearly delineated by a fence to be erected by ROTARY as shown on Exhibit "A" or by a non-permanent chalk line or similar marking to be placed by ROTARY around the area depicted in red on Exhibit "A". This authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol in any areas of the park outside the designated area where alcohol consumption is allowed. This Agreement does not allow the sale of alcohol in the park.

5. SECURITY. ROTARY shall, at its own expense, provide adequate security guards for crowd control for its event.

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

7. TRUCK PARKING. ROTARY agrees that no trucks or other vehicles shall be allowed to be parked on the sidewalk surrounding Skyview Lake.

8. VEHICLE TRAFFIC. CITY's preference is that no trucks or other vehicles be driven on, across, or parallel to and within 15 feet of the sidewalk at Skyview Park. However, if trucks or other vehicles are driven on, across, or parallel to and within 15 feet of the sidewalk, ROTARY agrees that said trucks or other vehicles shall not be allowed to drive on, across, or parallel to and within 15 feet of the sidewalk at any location other than where designated by CITY's park and building maintenance superintendent. In the event that trucks or other vehicles damage any sidewalk at Skyview Park, even at the location designated by CITY's park and building maintenance superintendent, CITY shall repair the damaged sidewalk and ROTARY shall be responsible for paying the cost of same. CITY and ROTARY shall together inspect any location of the sidewalk designated for vehicular traffic both prior to and after the event and ROTARY shall be responsible for any damage to said sidewalk that occurs between the two inspections.

9. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park will be repaired by CITY and the cost thereof will be paid by ROTARY.

10. ALL-TERRAIN VEHICLES. ROTARY shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) ROTARY's insurance certificate contains the following language:

> "The Rotary Club of Norfolk's general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property."

In the event that ROTARY does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during ROTARY's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle naming CITY as an additional insured thereon showing general liability coverage for property damage and bodily and personal injury in an amount of not less than $1,000,000 per occurrence.

This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

11. EQUIPMENT REMOVAL. ROTARY agrees to have all equipment, including but not limited to trucks or semi-trailers, removed from Skyview Park no later than 10:00 a.m. on the day following the respective date of the events set forth in paragraph 2 unless removal would cause damage to the park due to rain in which case it should be removed no later than 24 hours after CITY's park and building maintenance superintendent requests its removal.

12. ROADWAYS IN THE PARK. ROTARY agrees that all roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

13. NO VENDING. Pursuant to Section 18-10 of the Official Code of the City of Norfolk, Nebraska, no vending shall be allowed in the park without first obtaining permission from the Mayor and City Council.

14. INSURANCE.

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

General Aggregate	$10,000,000
a. Bodily Injury/Property Damage	$ 1,000,000 each occurrence
b. Personal Injury Damage	$ 2,000,000 each occurrence
c. Contractual Liability	$ 1,000,000 each occurrence
d. Products Liability & Completed Operations	$ 4,000,000 each occurrence
e. Fire Damage	$ 100,000 any one fire
f. Medical Expense	$ 5,000 any one person
g. Liquor Liability	$10,000,000 each occurrence

In addition, ROTARY shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by ROTARY for the event with no exclusions. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by June 8, 2015, then (1) ROTARY shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

ROTARY agrees to provide the required insurance for its use of all-terrain vehicles, four-wheelers, utility vehicles, golf carts, and other similar vehicles in the park as set forth in paragraph 10 of this Agreement.

In the event ROTARY does not provide CITY with a certificate of insurance including medical expense coverage as provided above, then ROTARY agrees to self-insure for medical expenses in the amount set forth above and agrees to indemnify CITY and its insurance carrier for any and all claims for medical expenses made to CITY or its insurance carrier or paid by CITY or its insurance carrier that are incurred as a result of any of the activities while ROTARY is exercising any rights under this Agreement.

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

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

17. TEMPORARY TOILETS. ROTARY agrees, at its expense, to place a sufficient number of temporary toilets in Skyview Park to accommodate the number of people expected to attend the event.

18. TRASH RECEPTACLES. ROTARY agrees, at its expense, to place a sufficient number of trash receptacles in Skyview Park to accommodate the number of people expected to attend the event.

19. COLLECTION OF DONATIONS. Pursuant to Section 60-6,157 of the Nebraska Revised Statutes, ROTARY is specifically prohibited from the collection of donations on any City street.

20. SIGNS. ROTARY agrees that no temporary signs shall be placed in the public right of way or on any public property and that any temporary signs related to this event shall comply with all provisions of the Norfolk City Code. In the event any temporary signs are placed in a manner that is not in compliance with the provisions of the Norfolk City Code, the signs shall be subject to removal and ROTARY shall be subject to being fined as provided in the Norfolk City Code.

21. ELECTRICITY. ROTARY shall pay to CITY a fee in the amount of Twenty-five Dollars ($25.00) per event for use of electricity at the concrete pad stage.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____
Sue Fuchtman, Mayor

Elizabeth A. Deck, City Clerk

Approved as to Form: _____
Clint Schukei, City Attorney

ROTARY CLUB OF NORFOLK,
A Nebraska Nonprofit Corporation

By _____
Title: Vice President
Printed Name: Steve Bostelman

By _____
Title: Secretary
Printed Name: John C. Schmitt

EXHIBIT “A”

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) CK-78415

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: Rutten Jim Jim's Fine Wine & More Fine Wine LLC

ADDRESS: 2001 Market Lane

CITY Norfolk ZIP 68701

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

BUILDING NAME Nebraska Studio Gallery

ADDRESS: 311 W. Norfolk Ave CITY Norfolk

ZIP 68701 COUNTY and COUNTY # Madison, #7

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

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

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

Rcd
6-8-2015

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

Date 7/18/15	Date	Date	Date	Date	Date
Hours	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**
From 3:00 P.M.	From	From	From	From	From
To 8:00 P.M.	To	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** 30 x 40
(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? 40

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)

_____
_____

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

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 Jim Rutten

Signature of Event Supervisor Jim Rutten

Event Supervisor phone: Before 371-7190 During 841-0724

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 Jim Rutten — Owner — 6/5/15

Authorized Representative/Applicant — Title — Date

Jim Rutten

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.

BID TABULATION - Sewer Improvements 2015-2
June 9, 2015 @ 10:00 am

			Rutjens Construction Inc. PO Box 99 800 Lucas Lane Tilden, NE 68781				Penro Construction Co., Inc. 810 Industrial Road Pender, NE 68047			
			11-15-15 Comp.		**5-1-16 Completion**		**11-15-15 Comp.**		**5-1-16 Completion**	
	QUANTITY		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1. Install 8" PVC	2191	L.F.	$0.00	$0.00	$29.75	$65,182.25	$0.00	$0.00	$30.70	$67,263.70
2. Install 6" Plastic Pipe	219	L.F.	$0.00	$0.00	$26.00	$5,694.00	$0.00	$0.00	$44.20	$9,679.80
3. Install 4" Plastic Pipe (to be bored under McKinley)	100	L.F.	$0.00	$0.00	$45.00	$4,500.00	$0.00	$0.00	$64.00	$6,400.00
4. Install 8" x 4" Wye	1	Each	$0.00	$0.00	$150.00	$150.00	$0.00	$0.00	$152.00	$152.00
5. Install 4" Plug	1	Each	$0.00	$0.00	$100.00	$100.00	$0.00	$0.00	$30.00	$30.00
6. Build Manhole	31.6	V.F.	$0.00	$0.00	$265.00	$8,374.00	$0.00	$0.00	$385.00	$12,166.00
7. Covers	5	Each	$0.00	$0.00	$455.00	$2,275.00	$0.00	$0.00	$405.00	$2,025.00
8. Install 6" Cleanout	2	Each	$0.00	$0.00	$350.00	$700.00	$0.00	$0.00	$470.00	$940.00
9. Install 6" x 6" Wye	2	Each	$0.00	$0.00	$245.00	$490.00	$0.00	$0.00	$145.00	$290.00
10. Install 6" Sleeve	2	Each	$0.00	$0.00	$125.00	$250.00	$0.00	$0.00	$115.00	$230.00
11. Install 6" 45° Bends	3	Each	$0.00	$0.00	$115.00	$345.00	$0.00	$0.00	$115.00	$345.00
12. Remove 8" Plug	1	Each	$0.00	$0.00	$250.00	$250.00	$0.00	$0.00	$250.00	$250.00
13. Install 15" RCP	32	L.F.	$0.00	$0.00	$38.00	$1,216.00	$0.00	$0.00	$60.00	$1,920.00
14. Install 15" RCP FES	2	Each	$0.00	$0.00	$650.00	$1,300.00	$0.00	$0.00	$1,100.00	$2,200.00
15. Relay 21" x 15" Culvert	70	L.F.	$0.00	$0.00	$15.00	$1,050.00	$0.00	$0.00	$40.00	$2,800.00
16. Regrade Ditch	1	L.S.	XXXX	$0.00	XXXX	$2,500.00	XXXX	$0.00	XXXX	$3,000.00
17. Stockpile & Regravel Parking Lot & Driveways	30	C.Y.	$0.00	$0.00	$20.00	$600.00	$0.00	$0.00	$25.00	$750.00
18. Reseed Entire Project	0.5	Acre	$0.00	$0.00	$2,500.00	$1,250.00	$0.00	$0.00	$5,000.00	$2,500.00
19. Barricades & Traffic Control	1	L.S.	XXXX	$0.00	XXXX	$3,500.00	XXXX	$0.00	XXXX	$1,000.00
20. Mobilization	1	L.S.	XXXX	$0.00	XXXX	$5,500.00	XXXX	$0.00	XXXX	$4,800.00
21. Silt Fence	100	L.F.	$0.00	$0.00	$3.50	$350.00	$0.00	$0.00	$3.00	$300.00
22. Gutter Buddy/Wattle	2	Each	$0.00	$0.00	$250.00	$500.00	$0.00	$0.00	$100.00	$200.00
Total Bid for Sanitary Sewer Improvements 2015-2				$0.00		$106,076.25		$0.00		$119,241.50

City of Norfolk, 309 North 5th Street, Norfolk, NE 68701

RESOLUTION NO. 2015 - 14

WHEREAS, the City has abandoned the use of the sewer lines as shown on the attached Exhibit 'A', and

WHEREAS, the City was unable to locate any filing in Madison County Register of Deeds of any formal easements for the sewer line shown on the attached Exhibit 'A', and

WHEREAS, The City of Norfolk obtained an easement of a 42 inch sanitary sewer line which was filed with the Madison County Register Deeds on September 11, 2013 in Book 2013-09, page 0634-0638. This sewer line is not shown on the attached Exhibit 'A', and

WHEREAS, the property owner, of a tract of land located and known as Tax Lot 3, in the Northeast ¼ of the Southwest ¼ of Section 35, Township 24 North, Range 1 West of the 6th Principal Meridian, to the City of Norfolk, Madison County, Nebraska, has asked the City of Norfolk, Nebraska to release any utility easements for the sewer lines as shown on the attached Exhibit 'A';

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the City of Norfolk hereby relinquishes any prescriptive easements or rights for the sewer lines on a tract of land located and known as Tax Lot 3, in the Northeast ¼ of the Southwest ¼ 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 as shown on the attached Exhibit 'A'.

NOW FURTHER BE IT RESOLVED that the City retains the sewer line easement filed with the Madison County Register of Deeds on September 11, 2013 in Book 2013-09, page 0634-0638.

PASSED AND APPROVED this _____day of _____, 20___.

_____
Mayor

ATTEST

_____
City Clerk

Approved as to form: _____
City Attorney

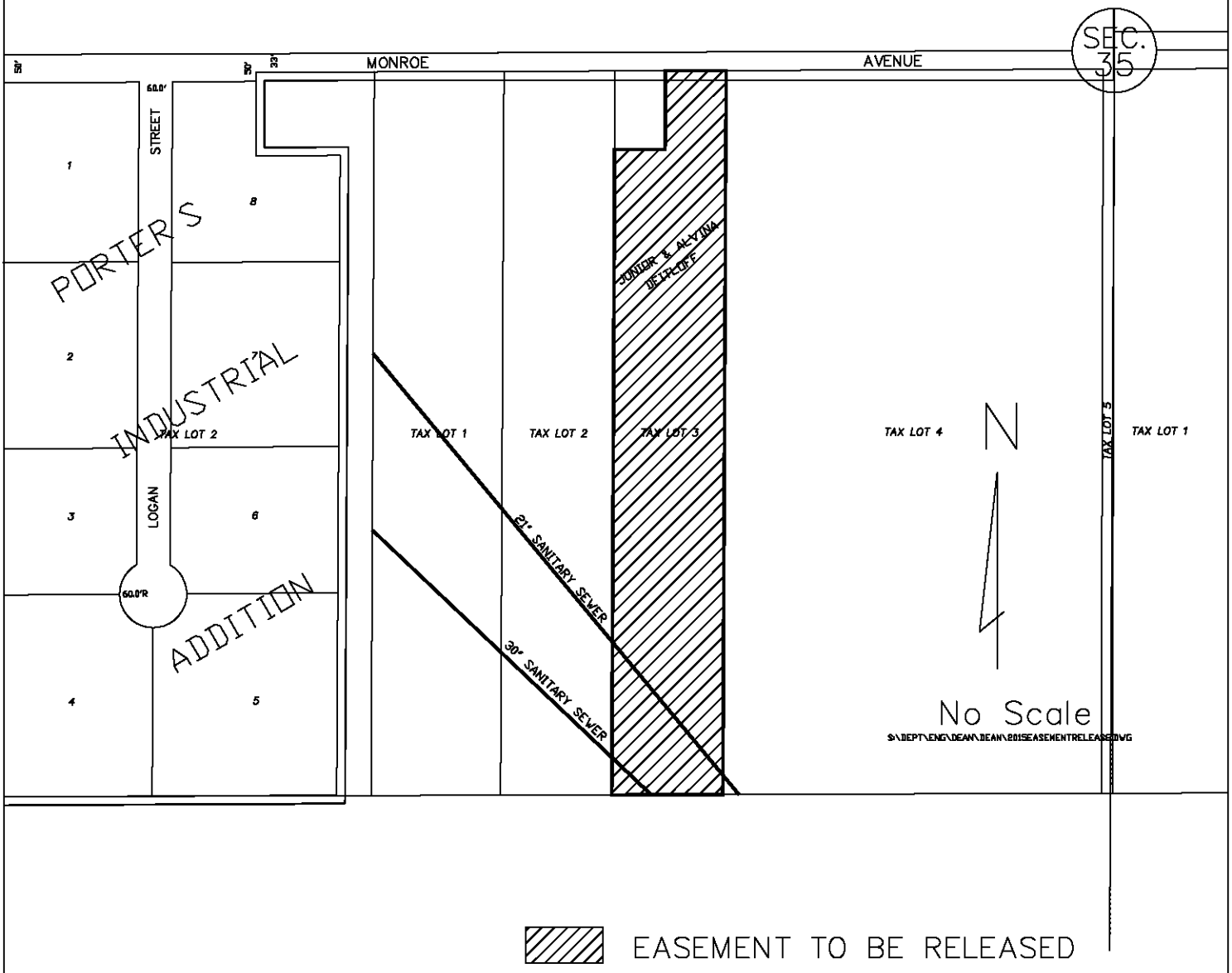
State of Nebraska
County of Madison

The foregoing instrument was acknowledged before me this _____ by Sue Fuchtman, Mayor of the City of Norfolk and Elizabeth A. Deck, City Clerk of the City of Norfolk on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

_____
Bethene A. Hoff
Notary Public

EASEMENT TO BE RELEASED

Located in the NE 1/4 of the SW 1/4 of Section 35, Township 24 North, Range 1 West, of the 6th P.M., City of Norfolk, Madison County, Nebraska.



EASEMENT TO BE RELEASED

A Tract of land located and known as Tax Lot 3, in the NE1/4 of the SW1/4 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.

Said tract of land contains 5.5 acres, more or less.

EXHIBIT "A"

VERSION A

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY"; Big Bang Boom, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "BIG BANG BOOM"; J & M Displays, Inc., an Iowa Corporation, hereinafter referred to as "J&M"; and Skyway Helicopters, LLC, a _____ Limited Liability Company, hereinafter referred to as "SKYWAY", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow BIG BANG BOOM to use the CITY's facility for various activities to celebrate the 4th of July, including but not limited to a fireworks display, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the park to be used in conjunction with BIG BANG BOOM's purpose of conducting various activities for a 4th of July celebration.

2. DATE. This Agreement shall be for the day of Saturday, July 4, 2015. In the event of a weather-related cancellation, the 4th of July celebration shall be held on the first suitable day thereafter. The 4th of July celebration provided for in this Agreement may include fireworks and other activities at Skyview Park. Set up activities on the south side of the lake related to fireworks may commence on Tuesday, June 30, 2015. Set up activities related to vendors, stage, production equipment, and other related activities may commence on July 3, 2015. If inclement weather is forecast, then in that event, a request can be made for earlier park access. The park and building maintenance superintendent, the city administrator or the mayor, or their respective designees, may authorize an earlier set up date.

3. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's park and building maintenance superintendent or his designee. The parties acknowledge that the areas approved for parking are subject to change up until the time of the events and may depend upon precipitation or other variables not within the control of the parties to this Agreement. CITY hereby authorizes BIG BANG BOOM at its sole discretion to charge for parking on the day of the fireworks display.

4. TRUCK PARKING. BIG BANG BOOM agrees that no trucks or other vehicles shall be allowed to be parked on the sidewalk surrounding Skyview Lake.

5. VEHICLE TRAFFIC. CITY's preference is that no trucks or other vehicles be driven on, across, or parallel to and within 15 feet of the sidewalk at Skyview Park. However, if trucks or other vehicles are driven on, across, or parallel to and within 15 feet of the sidewalk, BIG BANG BOOM agrees that said trucks or other vehicles shall not be allowed to drive on, across,

or parallel to and within 15 feet of the sidewalk at any location other than where designated by CITY's park and building maintenance superintendent. In the event that trucks or other vehicles damage any sidewalk at Skyview Park, even at the location designated by CITY's park and building maintenance superintendent, CITY shall repair the damaged sidewalk and BIG BANG BOOM shall be responsible for paying the cost of same. CITY and BIG BANG BOOM shall together inspect any location of the sidewalk designated for vehicular traffic both prior to and after the event and BIG BANG BOOM shall be responsible for any damage to said sidewalk that occurs between the two inspections.

6. DAMAGE. Any damage resulting from parking or driving in unapproved areas of the park will be repaired by CITY and the cost thereof will be paid by BIG BANG BOOM.

7. ALL-TERRAIN VEHICLES. BIG BANG BOOM shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) BIG BANG BOOM's insurance certificate contains the following language:

> "The Big Bang Boom general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property."

In the event that BIG BANG BOOM does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during BIG BANG BOOM's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle showing general liability coverage for property damage and bodily and personal injury in an amount of not less than $1,000,000 per occurrence.

This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

8. STAGE. BIG BANG BOOM shall be allowed to use the covered stage that has been constructed at Skyview Park for that purpose. BIG BANG BOOM or their contractors or invitees shall comply with the following loading instructions as well as with loading instructions that are posted on the canopy covering the stage:

1. All fixtures that are hung from the steel joists and joist girders are to be temporary.
2. All hanging loads are permitted only during periods of the year where no snow load could be imposed on the roof. If fixtures are present

during an abnormal snow storm, the fixtures shall be removed immediately.

3. All loads shall be hung from the joists at panel points (locations where web members intersect the top or bottom chords).
4. Joist Load: 100#/foot with individual point loads not exceeding 350#.
5. Joist Girder: No more than 2800# cumulative may be hung from an individual girder.
6. Outrigger Posts: No more than 3000# cumulative may be hung from each outrigger post.

BIG BANG BOOM shall be responsible for any damage to said canopy as a result of BIG BANG BOOM or their contractors or invitees suspending or placing their equipment on it.

9. EQUIPMENT REMOVAL. BIG BANG BOOM agrees to have all equipment, including but not limited to semi-trailers, removed from Skyview Park no later than July 7, 2015 unless removal would cause damage to the park due to rain in which case it should be removed no later than 24 hours after CITY's park and building maintenance superintendent requests its removal.

10. BANNER SIGN. Poles may be placed at the park entrance on Maple Avenue for purposes of hanging a banner. Any poles or banner placed must comply with minimum standards or heights set forth in the Manual on Uniform Traffic Control Devices. Poles may not be erected prior to seven (7) days before the event (June 27, 2015) and shall be removed no later than five (5) business days after the event (July 10, 2015).

11. OTHER TEMPORARY SIGNAGE. All other informational signage in conjunction with this event may be placed in the park one (1) business day before the event and must be removed not later than 5:00 p.m. on the first business day following the event.

12. PERMISSION TO CLOSE SIDEWALK. By way of this Agreement, CITY grants permission to BIG BANG BOOM to block the sidewalk located along the south side of Skyview Lake at 8:00 a.m. on Tuesday, June 30, 2015 and continuing until 5:00 p.m. on the day following the fireworks show.

13. ROADWAYS IN THE PARK. BIG BANG BOOM agrees that all roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

14. VENDING. Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted; however, such vending is conditional upon the vendor first obtaining permission from the Mayor and City Council. This Agreement shall serve as permission granted to BIG BANG BOOM as required by Section 18-10 of the City Code for vending during the term of this Agreement so long as BIG

BANG BOOM or its designees comply with the requirements of paragraph 16C herein. CITY further agrees that permission for vending in Skyview Park will not be granted to any vendors other than BIG BANG BOOM for the 4th of July celebration.

15. HELICOPTER RIDES. CITY shall allow helicopter rides in the park on Saturday, July 4, 2015, subject to the conditions set forth herein. Rides shall not begin before 9:00 a.m. Helicopters shall take off and land on the east side of the dam in Skyview Park on the northern end, the exact location of which shall be approved in advance by CITY's park and building maintenance superintendent. Helicopter operation in the park is only authorized if SKYWAY is authorized to do business in the State of Nebraska and provides proof that it has insurance in place covering the helicopter rides with the limits of insurance described in paragraph 18.

SKYWAY shall require a signed Waiver be completed by or for each and every rider in a helicopter. The Waiver shall include a provision releasing CITY from all liability related to helicopter rides provided by SKYWAY while utilizing City's facilities under the terms of this Agreement.

16. INSURANCE.

A. BIG BANG BOOM shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all actions or activities authorized by this Agreement and activities and vendors sponsored by BIG BANG BOOM for this event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities and vendors being covered including the sponsoring of the fireworks display and helicopter rides and acknowledging carrier's coverage of the same. In the event CITY's review of the application and policy discloses an exclusion or limitation, then the excluded or limited activities shall not be allowed as part of the 4th of July celebration. Further, BIG BANG BOOM shall not allow any vendors that are not covered under BIG BANG BOOM's insurance policy to participate in the 4th of July celebration.

B. BIG BANG BOOM shall name CITY as an additional insured. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 24, 2015, then (1) BIG

BANG BOOM shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

C. BIG BANG BOOM agrees to obtain from all vendors and sponsors of activities accessing the park a certificate of insurance showing general liability and products liability coverage in the minimum amount of $1,000,000. Said certificates of insurance shall be filed with the City Clerk's office by June 24, 2015.

In the event said certificates of insurance are not provided to the City Clerk's office by June 24, 2015 for all vendors in the park, then BIG BANG BOOM agrees to be responsible for obtaining valid insurance certificates in the coverage amounts set forth herein from the vendors which have not previously been provided to CITY. BIG BANG BOOM shall keep all vendors' insurance certificates in a folder and on site the day of the event and CITY shall have access to the insurance certificates if a need arises. BIG BANG BOOM shall provide CITY with copies of any vendors' insurance certificates not previously provided to CITY within three (3) business days after the conclusion of the event (July 8, 2015). Further, BIG BANG BOOM shall not allow any vendors in the park who have not provided BIG BANG BOOM with an insurance certificate.

In the event there are vendors in the park that are not listed on the letter from BIG BANG BOOM's insurance carrier or from which BIG BANG BOOM has not obtained a certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending in the park and BIG BANG BOOM and its insurance carrier shall be responsible for said unauthorized vendors.

17. PYROTECHNICS INSURANCE. J&M shall provide CITY with a certificate of insurance coverage having no exclusion for pyrotechnics in an amount no less than $6,000,000 per occurrence with a $7,000,000 aggregate having specific limits for CITY and naming CITY as an additional insured.

18. HELICOPTER INSURANCE. SKYWAY shall provide CITY with a certificate of insurance coverage having no exclusions for helicopter rides in an amount no less than $5,000,000 per occurrence with $250,000 per passenger having specific limits for CITY and naming CITY as an additional insured.

19. HOLD HARMLESS/INDEMNIFICATION. BIG BANG BOOM agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by BIG BANG BOOM or any third party from damage or claim of damage that arises from any of the activities, or attending or accessing any of the activities, authorized or undertaken as provided in this Agreement, including but not limited to fireworks and helicopter rides, and for any loss to CITY that results from BIG BANG BOOM failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

20. HOLD HARMLESS/INDEMNIFICATION FOR FIREWORKS. BIG BANG BOOM and J&M agree to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from the discharging of fireworks as provided in this Agreement.

21. HOLD HARMLESS/INDEMNIFICATION FOR HELICOPTER RIDES. BIG BANG BOOM and SKYWAY agree to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from giving helicopter rides as provided in this Agreement.

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

23. AERIAL FLYOVER. BIG BANG BOOM is authorized by this Agreement to stage an aerial flyover so long as it is performed by military aircraft operated by military personnel.

24. PERMITS. BIG BANG BOOM and/or J&M agree to obtain the necessary fireworks permits needed on both the State and local level prior to the discharge of any fireworks as set forth in this Agreement.

25. TEMPORARY TOILETS. BIG BANG BOOM agrees, at its expense, to place a sufficient number of temporary toilets in Skyview Park to accommodate the number of people expected to attend the 4th of July celebration. A minimum of twenty-five (25) temporary toilets shall be placed in the park for the event.

26. COLLECTION OF DONATIONS. Pursuant to Section 60-6,157 of the Nebraska Revised Statutes, BIG BANG BOOM is specifically prohibited from the collection of donations on any City street.

27. SALES AND OCCUPATION TAXES. All concession sales are subject to State and City sales tax and the City's food and beverage occupation tax. BIG BANG BOOM or its vendors shall file sales and occupation tax returns and pay the applicable sales and occupation tax as required by law.

28. AUTHORIZATION TO DISCHARGE FIREWORKS AFTER JULY 4, 2015. The parties understand that pursuant to Norfolk City Code Section 14-230, the discharge of fireworks is permitted only from June 25 through July 4 of each year. In the event the fireworks display occurs on a rain date after July 4, 2015, by approval of this Agreement, CITY's governing body gives authorization for BIG BANG BOOM to hold a fireworks display in Skyview Park after July 4, 2015, as provided in this Agreement.

29. TENTS/INFLATABLES. CITY shall allow BIG BANG BOOM to erect tents and/or inflatable apparatus as approved by CITY's park and building maintenance superintendent in the park at locations approved by CITY's park and building maintenance superintendent. At least forty-eight (48) hours prior to Friday, July 3, 2015, BIG BANG BOOM shall contact Diggers Hotline of Nebraska to ascertain the location of underground utility lines in the areas where the tents and/or inflatable apparatus are to be placed. After utility lines have been determined by Diggers Hotline of Nebraska and prior to setting any tent stakes, BIG BANG BOOM shall coordinate with CITY's park and building maintenance superintendent as to the contemplated location of the tents and/or inflatable apparatus. CITY will attempt to locate any private underground lines it owns. BIG BANG BOOM shall not set any stakes until receiving approval from CITY's park and building maintenance superintendent as to the exact location where the tents are to be placed. BIG BANG BOOM shall be responsible for any damage to any underground utility lines or to any unlocated lines.

30. ELECTRICITY. BIG BANG BOOM shall have access to the 110 volt electricity that is available in Skyview Park at no cost. In the event BIG BANG BOOM desires to utilize the 220 volt or 440 volt electricity that is available, BIG BANG BOOM shall make a request to CITY's Parks staff and pay a fee in the amount of Twenty-five Dollars ($25.00) for the use of said electricity.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

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

Approved as to Form: _____
Clint Schukei, City Attorney

BIG BANG BOOM, Inc., A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

J & M DISPLAYS, INC., an Iowa Corporation

By_____
Title: _____
Printed Name: _____

SKYWAY HELICOPTERS, LLC, a _____
Limited Liability Company

By_____
Title: _____
Printed Name: _____

VERSION B

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY"; Big Bang Boom, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "BIG BANG BOOM"; and J & M Displays, Inc., an Iowa Corporation, hereinafter referred to as "J&M", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow BIG BANG BOOM to use the CITY's facility for various activities to celebrate the 4th of July, including but not limited to a fireworks display, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the park to be used in conjunction with BIG BANG BOOM's purpose of conducting various activities for a 4th of July celebration.

2. DATE. This Agreement shall be for the day of Saturday, July 4, 2015. In the event of a weather-related cancellation, the 4th of July celebration shall be held on the first suitable day thereafter. The 4th of July celebration provided for in this Agreement may include fireworks and other activities at Skyview Park. Set up activities on the south side of the lake related to fireworks may commence on Tuesday, June 30, 2015. Set up activities related to vendors, stage, production equipment, and other related activities may commence on July 3, 2015. If inclement weather is forecast, then in that event, a request can be made for earlier park access. The park and building maintenance superintendent, the city administrator or the mayor, or their respective designees, may authorize an earlier set up date.

3. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's park and building maintenance superintendent or his designee. The parties acknowledge that the areas approved for parking are subject to change up until the time of the events and may depend upon precipitation or other variables not within the control of the parties to this Agreement. CITY hereby authorizes BIG BANG BOOM at its sole discretion to charge for parking on the day of the fireworks display.

4. TRUCK PARKING. BIG BANG BOOM agrees that no trucks or other vehicles shall be allowed to be parked on the sidewalk surrounding Skyview Lake.

5. VEHICLE TRAFFIC. CITY's preference is that no trucks or other vehicles be driven on, across, or parallel to and within 15 feet of the sidewalk at Skyview Park. However, if trucks or other vehicles are driven on, across, or parallel to and within 15 feet of the sidewalk, BIG BANG BOOM agrees that said trucks or other vehicles shall not be allowed to drive on, across, or parallel to and within 15 feet of the sidewalk at any location other than where designated by

CITY's park and building maintenance superintendent. In the event that trucks or other vehicles damage any sidewalk at Skyview Park, even at the location designated by CITY's park and building maintenance superintendent, CITY shall repair the damaged sidewalk and BIG BANG BOOM shall be responsible for paying the cost of same. CITY and BIG BANG BOOM shall together inspect any location of the sidewalk designated for vehicular traffic both prior to and after the event and BIG BANG BOOM shall be responsible for any damage to said sidewalk that occurs between the two inspections.

6. DAMAGE. Any damage resulting from parking or driving in unapproved areas of the park will be repaired by CITY and the cost thereof will be paid by BIG BANG BOOM.

7. ALL-TERRAIN VEHICLES. BIG BANG BOOM shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) BIG BANG BOOM's insurance certificate contains the following language:

> "The Big Bang Boom general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property."

In the event that BIG BANG BOOM does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during BIG BANG BOOM's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle showing general liability coverage for property damage and bodily and personal injury in an amount of not less than $1,000,000 per occurrence.

This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

8. STAGE. BIG BANG BOOM shall be allowed to use the covered stage that has been constructed at Skyview Park for that purpose. BIG BANG BOOM or their contractors or invitees shall comply with the following loading instructions as well as with loading instructions that are posted on the canopy covering the stage:

1. All fixtures that are hung from the steel joists and joist girders are to be temporary.
2. All hanging loads are permitted only during periods of the year where no snow load could be imposed on the roof. If fixtures are present

during an abnormal snow storm, the fixtures shall be removed immediately.

3. All loads shall be hung from the joists at panel points (locations where web members intersect the top or bottom chords).
4. Joist Load: 100#/foot with individual point loads not exceeding 350#.
5. Joist Girder: No more than 2800# cumulative may be hung from an individual girder.
6. Outrigger Posts: No more than 3000# cumulative may be hung from each outrigger post.

BIG BANG BOOM shall be responsible for any damage to said canopy as a result of BIG BANG BOOM or their contractors or invitees suspending or placing their equipment on it.

9. EQUIPMENT REMOVAL. BIG BANG BOOM agrees to have all equipment, including but not limited to semi-trailers, removed from Skyview Park no later than July 7, 2015 unless removal would cause damage to the park due to rain in which case it should be removed no later than 24 hours after CITY's park and building maintenance superintendent requests its removal.

10. BANNER SIGN. Poles may be placed at the park entrance on Maple Avenue for purposes of hanging a banner. Any poles or banner placed must comply with minimum standards or heights set forth in the Manual on Uniform Traffic Control Devices. Poles may not be erected prior to seven (7) days before the event (June 27, 2015) and shall be removed no later than five (5) business days after the event (July 10, 2015).

11. OTHER TEMPORARY SIGNAGE. All other informational signage in conjunction with this event may be placed in the park one (1) business day before the event and must be removed not later than 5:00 p.m. on the first business day following the event.

12. PERMISSION TO CLOSE SIDEWALK. By way of this Agreement, CITY grants permission to BIG BANG BOOM to block the sidewalk located along the south side of Skyview Lake at 8:00 a.m. on Tuesday, June 30, 2015 and continuing until 5:00 p.m. on the day following the fireworks show.

13. ROADWAYS IN THE PARK. BIG BANG BOOM agrees that all roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

14. VENDING. Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted; however, such vending is conditional upon the vendor first obtaining permission from the Mayor and City Council. This Agreement shall serve as permission granted to BIG BANG BOOM as required by Section 18-10 of the City Code for vending during the term of this Agreement so long as BIG

BANG BOOM or its designees comply with the requirements of paragraph 16C herein. CITY further agrees that permission for vending in Skyview Park will not be granted to any vendors other than BIG BANG BOOM for the 4th of July celebration.

15. HELICOPTER RIDES NOT ALLOWED. CITY shall not allow helicopter rides in Skyview Park for BIG BANG BOOM's event.

16. INSURANCE.

A. BIG BANG BOOM shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all actions or activities authorized by this Agreement and activities and vendors sponsored by BIG BANG BOOM for this event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities and vendors being covered including the sponsoring of the fireworks display and acknowledging carrier's coverage of the same. In the event CITY's review of the application and policy discloses an exclusion or limitation, then the excluded or limited activities shall not be allowed as part of the 4th of July celebration. Further, BIG BANG BOOM shall not allow any vendors that are not covered under BIG BANG BOOM's insurance policy to participate in the 4th of July celebration.

B. BIG BANG BOOM shall name CITY as an additional insured. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 24, 2015, then (1) BIG BANG BOOM shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

C. BIG BANG BOOM agrees to obtain from all vendors and sponsors of activities accessing the park a certificate of insurance showing general liability and products liability coverage in the minimum amount of $1,000,000. Said certificates of insurance shall be filed with the City Clerk's office by June 24, 2015.

In the event said certificates of insurance are not provided to the City Clerk's office by June 24, 2015 for all vendors in the park, then BIG BANG BOOM agrees to be

responsible for obtaining valid insurance certificates in the coverage amounts set forth herein from the vendors which have not previously been provided to CITY. BIG BANG BOOM shall keep all vendors' insurance certificates in a folder and on site the day of the event and CITY shall have access to the insurance certificates if a need arises. BIG BANG BOOM shall provide CITY with copies of any vendors' insurance certificates not previously provided to CITY within three (3) business days after the conclusion of the event (July 8, 2015). Further, BIG BANG BOOM shall not allow any vendors in the park who have not provided BIG BANG BOOM with an insurance certificate.

In the event there are vendors in the park that are not listed on the letter from BIG BANG BOOM's insurance carrier or from which BIG BANG BOOM has not obtained a certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending in the park and BIG BANG BOOM and its insurance carrier shall be responsible for said unauthorized vendors.

17. PYROTECHNICS INSURANCE. J&M shall provide CITY with a certificate of insurance coverage having no exclusion for pyrotechnics in an amount no less than $6,000,000 per occurrence with a $7,000,000 aggregate having specific limits for CITY and naming CITY as an additional insured.

18. HOLD HARMLESS/INDEMNIFICATION. BIG BANG BOOM agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by BIG BANG BOOM or any third party from damage or claim of damage that arises from any of the activities, or attending or accessing any of the activities, authorized or undertaken as provided in this Agreement, including but not limited to fireworks, and for any loss to CITY that results from BIG BANG BOOM failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.**

19. HOLD HARMLESS/INDEMNIFICATION FOR FIREWORKS. BIG BANG BOOM and J&M agree to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from the discharging of fireworks as provided in this Agreement.

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

21. AERIAL FLYOVER. BIG BANG BOOM is authorized by this Agreement to stage an aerial flyover so long as it is performed by military aircraft operated by military personnel.

22. PERMITS. BIG BANG BOOM and/or J&M agree to obtain the necessary fireworks permits needed on both the State and local level prior to the discharge of any fireworks as set forth in this Agreement.

23. TEMPORARY TOILETS. BIG BANG BOOM agrees, at its expense, to place a sufficient number of temporary toilets in Skyview Park to accommodate the number of people expected to attend the 4th of July celebration. A minimum of twenty-five (25) temporary toilets shall be placed in the park for the event.

24. COLLECTION OF DONATIONS. Pursuant to Section 60-6,157 of the Nebraska Revised Statutes, BIG BANG BOOM is specifically prohibited from the collection of donations on any City street.

25. SALES AND OCCUPATION TAXES. All concession sales are subject to State and City sales tax and the City's food and beverage occupation tax. BIG BANG BOOM or its vendors shall file sales and occupation tax returns and pay the applicable sales and occupation tax as required by law.

26. AUTHORIZATION TO DISCHARGE FIREWORKS AFTER JULY 4, 2015. The parties understand that pursuant to Norfolk City Code Section 14-230, the discharge of fireworks is permitted only from June 25 through July 4 of each year. In the event the fireworks display occurs on a rain date after July 4, 2015, by approval of this Agreement, CITY's governing body gives authorization for BIG BANG BOOM to hold a fireworks display in Skyview Park after July 4, 2015, as provided in this Agreement.

27. TENTS/INFLATABLES. CITY shall allow BIG BANG BOOM to erect tents and/or inflatable apparatus as approved by CITY's park and building maintenance superintendent in the park at locations approved by CITY's park and building maintenance superintendent. At least forty-eight (48) hours prior to Friday, July 3, 2015, BIG BANG BOOM shall contact Diggers Hotline of Nebraska to ascertain the location of underground utility lines in the areas where the tents and/or inflatable apparatus are to be placed. After utility lines have been determined by Diggers Hotline of Nebraska and prior to setting any tent stakes, BIG BANG BOOM shall coordinate with CITY's park and building maintenance superintendent as to the contemplated location of the tents and/or inflatable apparatus. CITY will attempt to locate any private underground lines it owns. BIG BANG BOOM shall not set any stakes until receiving approval from CITY's park and building maintenance superintendent as to the exact location where the tents are to be placed. BIG BANG BOOM shall be responsible for any damage to any underground utility lines or to any unlocated lines.

28. ELECTRICITY. BIG BANG BOOM shall have access to the 110 volt electricity that is available in Skyview Park at no cost. In the event BIG BANG BOOM desires to utilize the 220 volt or 440 volt electricity that is available, BIG BANG BOOM shall make a request to CITY's Parks staff and pay a fee in the amount of Twenty-five Dollars ($25.00) for the use of said electricity.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

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

Approved as to Form: _____
Clint Schukei, City Attorney

BIG BANG BOOM, Inc., A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

J & M DISPLAYS, INC., an Iowa Corporation

By_____
Title: _____
Printed Name: _____

Section B: Application for Event

This application must be filed with the Norfolk City Clerk at 309 N. 5th Street, Norfolk, NE at least 60 days prior to the date of the event. Fees may be applicable.

(Will accept scanned form emailed to bdeck@ci.norfolk.ne.us)

Date of Event: 7-4-2015 **Event Name:** Norfolk OddFellows 4th of July Parade

Contact Person: Kendall Gubbels **Phone:** 402-750-8960

Address: PO Box 527 Norfolk Ne 68702-0527

Email: norfolkoddfellows@gmail.com **Daytime Phone:** 402-750-8960

Name of Organization Hosting Event: Norfolk Oddfellow Lodge #46

Type of Organization (Please select from the following):

___ Corporation ___ LLC

___ Individual ___ Individual representing informal organization

X Other ~~fraternal~~ non profit

Organization Address: ~~402 W Norfolk Ave~~ PO Box 527 Norfolk Ne 68702-0527

Organization Email: norfolkoddfellows@gmail.com **Organization Phone:** —

Type of Event: Parade

Example: Football, Gun Show, Running, Biking, Parade, Music in the Park

Please describe activities included in this event:

Parade to include vehicles and walkers

Event Location: downtown Norfolk street route marked (see attached map)

Before an event is scheduled on City owned property, it must receive prior City approval. The event should not be held on a public street or roadway. Consider use of off-street trails such as the Levee Trail, the Cowboy Trail, or the Skyview Lake Trail for a running or biking event. Please attach map of route of any such event.

Start Time of Event: 10 am **End Time of Event:** 12 pm

Recd 5-4-15

Start Time Needed to Set up and Access Facility: 7 am

Ending Time Needed to Clean up and Access Facility: 1 pm
In respect for residents in the neighborhood of the event, note the following time schedules:
Sunday-Thursday events end at 10:00 pm ---- Friday and Saturday events end at 12:00 am.

Estimated number of participants or teams: 60
Is there an entry fee for participants? ( ) Yes (X) No ( ) NA
Entry fee amount: Free will donation
Is there a gate fee for attendees? ( ) Yes (X) No ( ) NA
Gate fee amount: —

Is this a fundraiser? ( ) Yes (X) No

How will parking be handled? VFW parking lot for organizers

Will alcoholic beverages be present as part of event? ( ) Yes (X) No
If yes, please contact the Norfolk City Clerk at 402-844-2000 for more information.

Will there be guns at the event (Example: a gun show)? ( ) Yes (X) No

Will gambling/raffles be part of the event? ( ) Yes (X) No

Will food vendors or other vendors be at the event? ( ) Yes (X) No
If food vendors...
Do they have City vendor permits? ( ) Yes (-) No
Do they have City occupation tax permits? ( ) Yes (-) No
Do they have State sales tax permits? ( ) Yes (-) No

Please describe any other type of vendors: _____
Do they have City vendor permits? ( ) Yes (-) No
Do they have State sales tax permits? ( ) Yes (-) No
Please see insurance requirements in Section C pertaining to required insurance coverage for vendors.

Will there be portable toilets on the premises? ( ) Yes ( ) No
If adequate permanent toilets are not available, you will be required to provide portable toilets for groups over 200. Please attach diagram as to where portable toilets will be placed.

Will there be a fireworks display at the event? ( ) Yes (X) No
If yes, has City of Norfolk Fire Division issued a permit? ( ) Yes (-) No

Will a portable stage be used? ( ) Yes (X) No
Will tents be placed on the premises? ( ) Yes (-) No **If so, how many?** ____

Will an electrical connection be required? (Fees may be applicable)
( ) Yes (X) No

Are amplifiers or loudspeakers to be used at the event? (X) Yes ( ) No

Please list any other special provisions requested: Lane closures

Do you require exclusive use of the facility for your event? (X) Yes ( ) No
If yes, explain: streets along parade route will need to be closed

Are you planning any activities that represent a special/usual hazard?
( ) Yes (X) No If yes, describe:

Are participants required to sign a release or waiver? (X) Yes ☒ No
If so, please attach a copy of the release or waiver. Any releases or waivers used by contracting party shall include a provision releasing City from liability on all releases or waivers obtained for participation in contracting party's event while utilizing City's facilities.

Are you planning any activities for which your insurance excludes coverage?
( ) Yes (X) No
If yes, describe:

Name of Insurance Provider: Columbia Ins.

Name of Insurance Agent: Town & Country

Agent Address: 2116 Market Ln. Norfolk NE 68701

Agent Email: mweidner@tcagency.com **Agent Phone:** 402-379-3445

☒ **Please check if you have read and understand the above information including the insurance requirements in Section C.**

Printed Name of Applicant Kendall Gubbels

Signature of Applicant Kendall Gubbels **Date:** 4-29-2015

There may be fees for use of City of Norfolk facilities or services.
For more information about the Event Guide and Application contact the Norfolk City Clerk at 402-844-2000.

B
A
N 4th St
W Prospect Ave
Prospect Ave
N 5th St
N 3rd St
N 1st Ave
Johnson Park
N 8th St
N 7th St
Winter Ave
W Braasch Ave
N 2nd St
Norfolk
W Norfolk Ave
W Norfolk Ave
35
Madison Ave
E Madison Ave
Terms | Privacy

Section C: Insurance Requirements

MISCELLANEOUS INSURANCE CATEGORIES

(Contact the City of Norfolk at 402-844-2000 for specific information)

GENERAL LIABILITY INSURANCE CATEGORY "A"
Minimum $1,000,000 - to include $5,000 Medical Expense
City of Norfolk named as Additional Insured

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

Examples: Closed Trail Runs, Concerts, Indoor Events (non-sport), Parades, Sporting Events (non-contact)

GENERAL LIABILITY INSURANCE CATEGORY "B"
Minimum $2,000,000 - to include $5,000 Medical Expense
City of Norfolk named as Additional Insured

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

Examples: Baseball, Basketball, Festivals, Fireworks (may include additional insurance requirements - 1.4 g consumer fireworks), Roller Derby, Sporting Event (limited contact), Soccer, Softball, Swimming

GENERAL LIABILITY INSURANCE CATEGORY "C"

Minimum $5,000,000 - to include $5,000 Medical Expense
City of Norfolk named as Additional Insured

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

Examples: Fireworks (may include additional insurance requirements - 1.3 g display fireworks), Football, Open Road/Street Activities, Special/Unusual Hazards, Sporting Events (full contact)

The City of Norfolk Risk Manager will identify appropriate category for any event not listed above. In no instances will the required insurance be less than $1,000,000 with $5,000 Medical Expense.

ODDFE-1 OP ID: AR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2015

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

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

PRODUCER Town & Country Insurance PO Box 159 Pierce, NE 68767 Mark Weidner	CONTACT NAME: Town & Country Agency-Norfolk PHONE (A/C, No, Ext): 402-379-3445 FAX (A/C, No): 402-379-8310 E-MAIL ADDRESS:
INSURED ODD FELLOWS LODGE #46 NORFOLK LODGE 46 IOOF PO Box 527 NORFOLK, NE 68702-0527	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Columbia Insurance — 40371 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CMPNE0000015776	02/10/2015	02/10/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITYONF

City of Norfolk-Permits & Codes
Fire Division
701 Koenigstein Ave
Norfolk, NE 68701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Mark Weidner

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The Independent Order
of Odd Fellows

Norfolk Odd Fellows Lodge #46
P.O. Box 527 Norfolk, Ne. 68702-0527

April 15, 2015

City of Norfolk
309 North 5th Street Norfolk, Ne 68701

Mayor & City Council:

The Norfolk Odd Fellow Lodge will be proudly hosting the 4th of July Parade which will be celebrating its 40th anniversary this year and would like to formally ask permission to hold this event.

Event Date: Friday July 4th , 2015
Start Time: Registration 8 AM (VFW parking lot 4th & Braasch), Parade at 10 AM.
Parade Route: After registration at VFW parking lot floats will line up on Braasch facing east. Parade route will be from Braasch Avenue south on 1st Street to Madison Avenue, west on Madison Avenue to 5th Street, north on 5th street to Prospect Avenue, east on Prospect to 4th Street, South on 4th Street to return to VFW parking lot. Last year the Street Department blocked the corners of 4th & Braasch, 3rd & Braasch, 2nd and Braasch as well as 1st and Braasch and the south lane of 1st street north of the corner of 1st and Braasch for semi's and large vehicles to line up. (see enclosed map)

I am requesting that the streets and alleys be blocked off by 7:15 AM to ensure public safety as parade entries start to show up well before 8 AM. We would also like to request the restrooms at the city auditorium be available for use during the parade. Upon approval please send the letter with any agreement(s) needing a signature to the Lodge at the above address. Find a copy of our insurance attached. If you have any questions please call me at the number below.

Thank You,
Norfolk Odd Fellow Lodge #46

Kendall M. Gubbels
Parade Chairman
(402) 750-8960

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2015, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Nebraska USSSA Baseball, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "USSSA", WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka Park in Norfolk, Nebraska, which has softball fields located within the park; and

WHEREAS, USSSA is desirous of utilizing 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 and July 7, 2015, if needed); and

WHEREAS, CITY is desirous of allowing USSSA to hold said State baseball tournament in Ta-Ha-Zouka Park.

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

1. FACILITY. CITY shall allow USSSA to utilize softball fields #1, #2, and #3 in Ta-Ha-Zouka Park July 3, 2015 through July 5, 2015 (with make-up dates of July 6, 2015 and July 7, 2015, if needed) to hold a State baseball tournament. USSSA's use of the softball fields shall be exclusive for the dates set forth in this paragraph.

2. FEES. USSSA shall pay fees to CITY in an amount equal to ten percent (10%) of total tournament entry fees for the use of the softball fields in Ta-Ha-Zouka Park. Said fees shall be paid to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, by 4:30 p.m. on July 1, 2015.

3. EXTRA FIELD PREPARATION. In the event USSSA desires to have CITY re-drag and re-chalk the softball fields midday during the tournaments, USSSA shall pay extra fees to CITY in the amount of $25.00 per field per occurrence. If USSSA desires this extra service, USSSA shall notify CITY by June 26, 2015 and pay the fees for the same at the time facility use fees are paid.

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

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

In addition, USSSA shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by USSSA while using CITY's softball fields at Ta-Ha-Zouka Park with no exclusions. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 23, 2015 then (1) USSSA shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

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

8. CONCESSIONS. USSSA is prohibited from selling or participating in the sale of any concessions while utilizing CITY's facilities under the terms of this Agreement.

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

10. CANCELLATION. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason.

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

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

NEBRASKA USSSA BASEBALL, LLC,
A Nebraska Limited Liability Company

By_____
Its Manager *or* Member

Economic Development Citizen Advisory Review Committee

Semi-annual Report

May 27, 2015

The CARC met on May 27, 2015. Members in attendance were as follows: Jan Einspahr, Jim Mangels, Aaron Otten, Cindy Morrow, and Randy Gates (ex-officio non-voting member). Member absent was as follows: Bill Canham. Guests present were Courtney Dentlinger and Sheila Rios from the City of Norfolk. The agenda for the meeting and related action was as follows:

1. **Review current funding of City's Economic Development Fund.**

   The Committee reviewed the Economic Development Fund (EDF) financial statements from November 2014 to April 2015. As of April 30, the EDF had $3.9 million of cash. Bond proceeds from June 2014 have not been expended as of April 30. The only expenditures during the period were related to the Petersen Ag project.

2. **Update on Petersen Ag project.**

   The loan for this project closed April 24, 2015. The promissory note is with HG2K Norfolk Properties, LLC, who is the owner of the property. Petersen Ag is guaranteeing the loan. Petersen Ag is responsible for creating and maintaining the jobs.

3. **Update on Tejas Tubular project.**

   Tejas Tubular has been giving the City regular updates on the status of the project. Right now the project continues to face delays due to depressed global oil prices. Prices are starting to inch upward. The City is in regular contact with Black Hills Energy regarding the proposed natural gas pipeline, necessary for the Tejas project and other industrial expansion and recruitment.

4. **Economic Development update.**

   Workforce and housing shortages continue to be the biggest issues for area employers. The City is working with the Norfolk Area Chamber of Commerce and other organizations to continue to address these issues. They are working with a developer on a 60 unit apartment complex. There are some housing lots being added in a few areas around town. A City Planner, to be hired soon, will work to identify areas for retail and residential development.

5. **Consideration of CARC findings and suggestions for the public hearing at the June 15 Council meeting.**

The CARC finds that the City's EDP is operating in compliance with the budget and the voter-approved economic development plan.

CITY OF NORFOLK ECONOMIC DEVELOPMENT PROGRAM

CITIZENS ADVISORY REVIEW COMMITTEE

REVIEW CHECKLIST

FOR THE MEETING OF MAY 27, 2015

I. REVIEW OF ECONOMIC DEVELOPMENT FUND FINANCIAL STATEMENTS

a. Has a separate economic development fund been established? Yes.
b. Has all money received by reason of the Economic Development Program been deposited into the fund? Yes.
c. Have all disbursements from the fund been for purposes prescribed in the Local Option Municipal Economic Development Act and the City of Norfolk Economic Development Plan? Yes.
d. Is money in the fund invested in the City's pooled investment account? Yes.
e. Is only the minimum required amount being spent from the fund to assist in administration of the program? Yes. Nothing is being paid for administration out of the ED Fund.

II. REVIEW OF ACTIVITIES

a. Are activities of the Economic Development Program eligible activities under Section III of the voter approved Economic Development Plan? Yes.

III. REVIEW OF NEW APPLICATIONS No new applications this period.

a. Is it an eligible business as defined in Section III of the voter approved Economic Development Plan?
b. Does the Company employ people and carry on jobs in any other Nebraska city or cities?
    i. If so, has the company agreed to maintain employment in the other Nebraska city or cities as required in Statues?
c. Is the amount of funding no more than 50% of project cost?
d. Is there a 10% minimum equity investment?
e. Is the application complete and related documentation submitted as required in Section VI of the voter approved Economic Development Plan?

	City staff has received and reviewed		
	Yes*	No	N/A
i. A detailed description of the project			
ii. Employment, wage, and financial projections			
iii. Current and past financial statements			
iv. Personal financial statements of principals involved			

v. Financing requirements for the project			
vi. Total project cost			
vii. Completed Economic Development Program Application			
viii. Additional information requested by the program administrator			

*Items marked Yes are available for review during CARC meeting if CARC members sign confidentiality statements for the applicant.

IV. REVIEW OF EDS RECOMMENDATION No new projects to review this period.

a. Has the EDS met to review the project?
b. Has the EDS provided a recommendation to the program administrator?

V. REVIEW OF COUNCIL No new projects approved by the Council this period.

a. Has the Norfolk City Council approved the project?

VI. REVIEW OF LOAN Loan to HG2K Norfolk Properties, LLC (owner of Petersen Ag property) closed April 24, 2015.

a. Is the interest rate at least half of prime rate on the date of loan approval? Yes. The interest rate is 1.625%.
b. Is term of note equal to or less than
    i. 5 years for assets other than capital assets
    ii. 15 years for capital assets Promissory note is due May 31, 2018.
c. Does security for loans include a personal and/or corporate guarantee? Petersen Ag signed a corporate guarantee and Henry Aschoff, Gloria Aschoff, Keith Wiehn, and Keli Wiehn signed personal guarantees.
d. Has a loan repayment schedule providing for monthly, quarterly or annual payments been approved in conjunction with project approval? Annual interest payments are due May 1. Principal is due May 31, 2018.
e. If a portion of the loan is approved as a forgivable loan based upon job creation or retention, is the City, or its contracting agency, auditing and verifying the job creation or retention? The City will be auditing and verifying job creation.
f. Is at most 99% of the loan forgivable? 99% of the loan is forgivable.

VII. REVIEW OF PURCHASE OF REAL ESTATE OR OPTION TO PURCHASE No real estate purchased or optioned this period.

a. Is land to be purchased or optioned identified through local analysis by the City of Norfolk and/or an Industrial Site Evaluation team organized by the City of Norfolk or the program administrator?
b. Is the land free of excessive easements, covenants and other encumbrances?
c. Does the land conform, or is it able to be rezoned to conform, with the intended use?

d. Are proceeds from sale of such land returned to the City of Norfolk's economic development fund for re-use?

VIII. REVIEW OF CONFIDENTIALITY

a. Has the City taken the necessary steps to ensure the confidentiality of confidential information it receives from qualifying businesses? Yes. Confidential information is stored in a secure location. Only employees who have signed a confidentiality statement have access to confidential information.

IX. REVIEW OF PROCESS TO ASSURE THAT ALL APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS ARE MET BY THE CITY AND QUALIFYING BUSINESSES

a. Has the city attorney reviewed all contracts, official documents, land transactions and other official actions related to the Economic Development? Yes. The City Attorney reviewed all loan closing documents related to Petersen Ag.

X. CARC FINDINGS AND SUGGESTIONS – Section 18-2715(3) of Statues provides for the CARC to:

review the functioning and progress of the economic development program and to advise the governing body of the city with regard to the program. At least once in every six-month period after the effective date of the ordinance, the committee shall report to the governing body on its findings and suggestions at a public hearing called for that purpose.

a. What are the CARC's findings? The City's EDP is operating in compliance with the budget and the voter-approved economic development plan.

b. What suggestions, if any, does the CARC have?

City of Norfolk
NEBRASKA
right at home.

309 N 5th Street
Norfolk, NE 68701
P402-844-2010 F402-844-2001
www.ci.norfolk.ne.us

Sue Fuchtman
Mayor

sfuchtman@ci.norfolk.ne.us

June 15, 2015

Department of Environmental Quality
Patrick W. Rice
Acting Director
Suite 400, The Atrium
1200 N Street
P.O. Box 98922
Lincoln, NE 68509-8922

Re: Iowa-Nebraska Light and Power Co. Former Manufactured Gas Plant (FMGP) Site
NDEQ ID: 77312
Program ID: SF, NED986373678
Request Decision on NPL Listing

Dear Director Rice:

This letter is in response to our discussion of potentially listing the Iowa-Nebraska Light and Power Co. FMGP Site on the Superfund National Priorities List (NPL). During 2014, a removal action was conducted to remove highly contaminated soil from the site. Non-aqueous phase liquid (NAPL) remaining in the groundwater following the completed removal action is an ongoing source of contamination leaving the site. The site is located one-half mile upgradient of the City of Norfolk east municipal well field which supplies drinking water to the City of Norfolk. Contaminated groundwater flows eastward from the site, migrating toward the east municipal well field. Previous analytical results from the site investigation indicate that a municipal well has been impacted by contaminants potentially associated with the site.

The City of Norfolk is supportive of listing this site on NPL. Thank you for your time and attention to this matter.

If you have any questions, please feel free to contact me.

Sincerely,

CITY OF NORFOLK

Sue Fuchtman
Mayor

cc: Shane Weidner, City Administrator
Dennis Smith, Director of Public Works
Owens Hull, EPA

EQUAL HOUSING OPPORTUNITY

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 Renner Boulevard
Lenexa, Kansas 66219

MAY 27 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Article No.: 7014 1200 0000 6125 6757

Shane Weidner
City Administrator
City of Norfolk Nebraska
309 N. 5th Street
Norfolk, Nebraska 68701

Re: Iowa-Nebraska Light and Power Company Former Manufactured Gas Plant Site

Dear Mr. Weidner:

Your letter of April 30, 2015, to Michael Felix of the Nebraska Department of Environmental Quality, has been forwarded to the U.S. Environmental Protection Agency for response. You want to know whether the EPA considers the City of Norfolk a responsible party for cleanup of the above-referenced site.

As you know, the site is a former manufactured gas plant which was operated by a series of owners from 1902 until 1948. Waste products from the manufactured gas process include coal tar and other coal-tar-related contaminants which are present in soil and groundwater at the site above acceptable health-based levels. The EPA is currently seeking the support of the state of Nebraska in proposing the listing of the site on the National Priorities List (NPL). The NPL is a list compiled by the EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 U.S.C. § 9605, of uncontrolled hazardous substance releases that are priorities for long-term remedial evaluation and response.

Under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), potentially responsible parties (PRPs) may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by the EPA and other parties in cleaning up a site. PRPs include current and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected a site to which the hazardous substances were delivered. Based on the information presently available to the EPA, the EPA does not believe that the City of Norfolk is a PRP with regard to the subject FMGP site.

Printed on Recycled Paper

Please feel free to contact me at 913-551-7277 if you have questions concerning the content of this letter.

Sincerely,

Barbara L. Peterson
Assistant Regional Counsel

cc: Owens Hull, SUPR

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

ORDINANCE NO. 5348

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

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

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

> Lots 1 through 8, Block 6, Original Town of Norfolk, Madison County, Nebraska,

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

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

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

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2015.

ATTEST:

_____
Sue Fuchtman, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

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

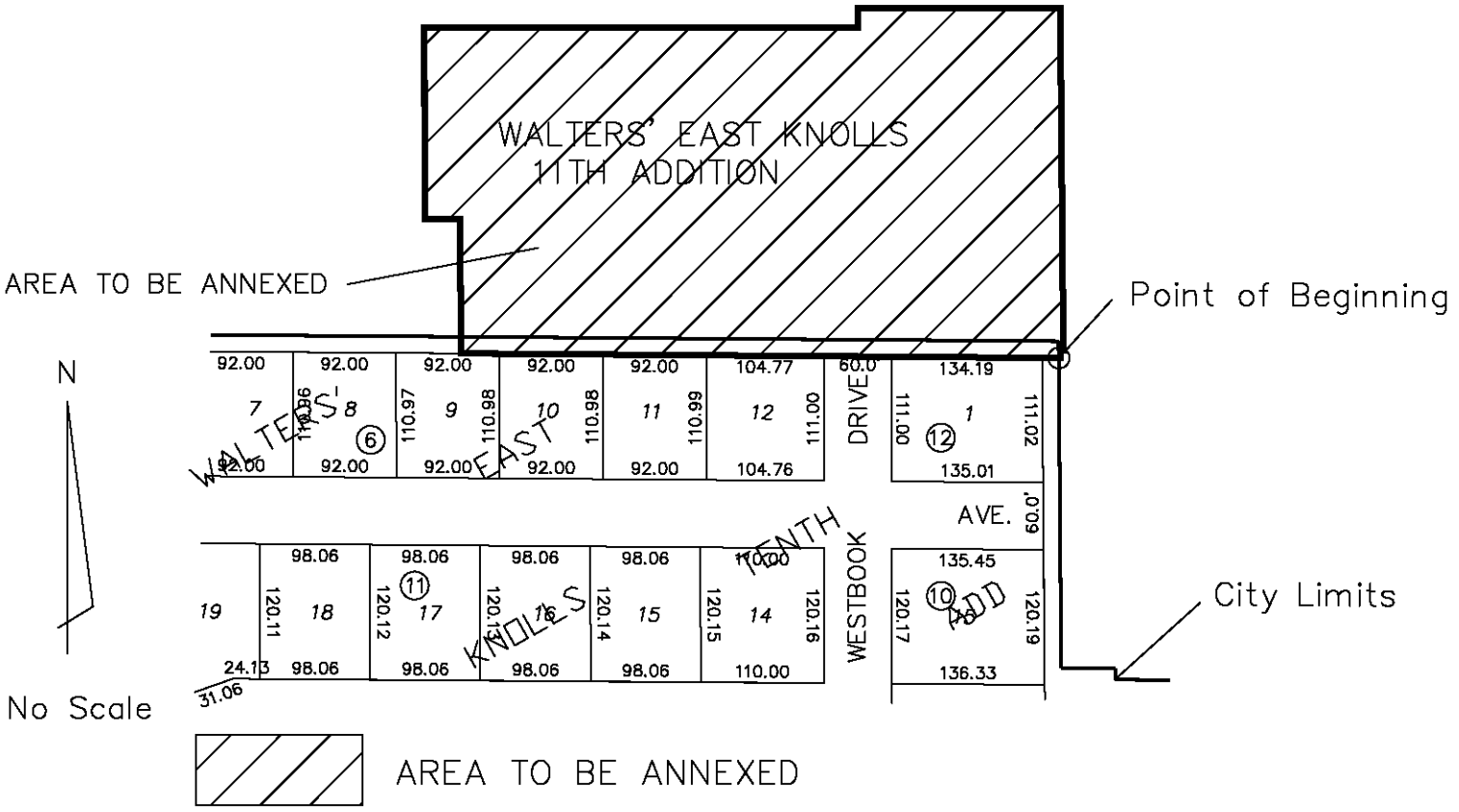
(SEAL)

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"

ORDINANCE NO. 5350

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.

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

Section 1. The Mayor and Council hereby find and determine that the City has by ordinance created Sanitary Sewer Extension District No. 247; that the City is authorized to construct sanitary sewer system improvements in Sanitary Sewer Extension District No. 247 pursuant to Section 19-2405, R.R.S. Neb. 2012, as amended; that the City has contracted for the work in said district; that the estimated cost for work and other related costs in said district as described above is not less than $2,300,000; and that the City needs to incur temporary financing for the costs of said district in an amount not to exceed $2,300,000 and will be authorized to issue bonds to pay the costs of such improvements pursuant to Sections 18-1801, 18-1802 and 19-2405, R.R.S. Neb. 2012, as amended.

Section 2. The Mayor and Council further find and determine that it is therefore necessary and advisable that the City issue its notes pending permanent financing pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2012, as amended; that pursuant to Section 10-137, R.R.S. Neb. 2012, the City is authorized to issue notes for the purpose of providing temporary financing for the costs of the improvements in said district and payment of the cost of issuing the notes herein authorized; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bond anticipation notes in the aggregate amount of not to exceed $2,300,000 to pay such total estimated costs in said district do exist and have been done as required by law.

Section 3. For the purpose of providing interim financing for the costs set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City of Norfolk, there shall be and there are hereby ordered issued notes of the City of Norfolk, Nebraska, to be known as General Obligation Bond Anticipation Notes, Series 2015 (the "2015 Notes" or "Notes"), of the aggregate principal amount of not to exceed Two Million Three Hundred Thousand Dollars ($2,300,000), with said notes bearing interest at the rate of an interest rate per annum not to exceed 1.50% per annum (said interest to be computed on the basis of a 360-day year consisting of twelve 30-day months), and to become due on November 1, 2017, provided, that the Notes shall mature and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor and also signed by the City Treasurer (the "Authorized Officers") on behalf of the City, which Designation may also determine or modify the principal amount or maturity date of the Notes, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

(a) the aggregate principal amount of the Notes shall not exceed $2,300,000 but may be reduced in principal amount;

(b) the true interest cost on the Notes shall not exceed 1.50%;

The Authorized Officers are hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Notes shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Notes shall be the date of delivery thereof. Interest on the Notes shall be payable semiannually on May 1 and November 1 of each year commencing November 1, 2015 (except as otherwise provided in the Designation, each of said dates an "Interest Payment Date"), and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day of the month immediately preceding the month in which such Interest Payment Date occurs (except as otherwise provided in the Designation, the "Record Date"), subject to the provisions of Section 5 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts

for each of the Notes shall be designated by the City Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Notes prior to maturity or early redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Note, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any unpaid interest accrued thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Notes to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Note as the absolute owner of such Note for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Note or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Note in accordance with the terms of this ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Notes or claims for interest to the extent of the sum or sums so paid.

Section 4. The City Treasurer is hereby designated as Paying Agent and Registrar for the Notes. The City reserves the right in the discretion of the Mayor and Council to appoint a bank or trust company as successor to the City Treasurer in the capacity of Paying Agent and Registrar under the terms of an agreement to be approved at the time of any such designation. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Notes at the City's offices. The names and registered addresses of the registered owner or owners of the Notes shall at all times be recorded in such books. Any Note may be transferred pursuant to its provisions at the offices of said Paying Agent and Registrar by surrender of such Note for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the

same interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Notes by this ordinance, one such Note may be transferred for several such Notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such Notes may be transferred for one or several such Notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Note, the surrendered Note or Notes shall be canceled and destroyed. All Notes issued upon transfer of the Notes so surrendered shall be valid obligations of the City evidencing the same obligations as the Notes surrendered and shall be entitled to all the benefits and protection of this ordinance to the same extent as the Notes upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Note during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Note called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Notes on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Notes as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. If the date for payment of the principal of or interest on the Notes shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 7. The Notes of this issue shall be subject to redemption, in whole or in part, prior to maturity at the option of the City at any time on or after the date which is one year from the date of original issue (or such earlier or later redemption date as may be set out in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (except as otherwise provided in the Designation). The City may select the Notes to be redeemed in its sole discretion, but Notes shall be redeemed only in amounts of $5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Notes evidencing the unredeemed

principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by number, the date of original issue and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. No defect in the mailing of notice for any Note shall affect the sufficiency of the proceedings of the City designating the Notes called for redemption or the effectiveness of such call for Notes for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Note for which defective notice has been given.

Section 8. The Notes shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF NEBRASKA
COUNTY OF MADISON

GENERAL OBLIGATION BOND ANTICIPATION NOTE
OF THE CITY OF NORFOLK, NEBRASKA
SERIES 2015

No.

Interest Rate	Maturity Date	Date of Original Issue	CUSIP No.
	_____	_____, 2015	

Registered Owner:

Principal Amount: Dollars

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Norfolk, in the County of Madison, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the maturity date specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent interest payment date for which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable semiannually on May 1 and November 1 of each year commencing November 1, 2015 (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof together with any unpaid interest accrued thereon due at maturity or upon earlier redemption is payable upon presentation and surrender of this note at the office of the City Treasurer of Norfolk, Nebraska, as Paying Agent and Registrar, in Norfolk, Nebraska. Interest on this note due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this note, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day of the month immediately preceding the month in which the Interest Payment Date occurs, to such owner's address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this note (or of one or more predecessor notes hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

All notes of this issue are subject to redemption prior to maturity on _____, or at any time thereafter at par plus accrued interest on the principal amount redeemed to the date set for redemption. Notice of redemption shall be given by mail to the registered owner of any note to be redeemed, not less than thirty days prior to the date set for redemption, in the manner specified in the ordinance authorizing the issuance of said notes. Individual notes may be redeemed in part but only in the amount of $5,000 or any integral multiple thereof.

This note is one of an issue of fully registered notes of the total principal amount of $_____, of even date and like tenor herewith, except as to denomination, which were issued by the City for the purpose of providing interim financing for the costs of sanitary sewer improvements in Sanitary Sewer Extension District No. 247, pending the issuance of general obligation Various Purpose Bonds or other bonds of the City. The issuance of this note and the other notes of this issue has been lawfully authorized by an

ordinance duly passed, approved and published by the Mayor and Council of the City of Norfolk in strict compliance with Section 10-137, Reissue Revised Statutes of Nebraska, 2012, as amended.

The City hereby certifies and warrants that it has taken all actions necessary and appropriate for authorization of the construction of said improvements and agrees that the notes of this issue are special obligations of the City to be paid from the proceeds of bonds to be issued by the City or other available funds. The City reserves the right to issue additional bond anticipation notes to pay additional costs of said improvements or other improvements or to pay or redeem the notes of this issue.

This note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the City Treasurer of Norfolk, Nebraska, as Paying Agent and Registrar, upon surrender and cancellation of this note and thereupon a new note or notes of the same aggregate principal amount will be issued to the transferee as provided in the ordinance authorizing said issue of notes, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this note be overdue or not.

If the date for payment of the principal of or interest on this note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this note did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of the City, including this note, does not exceed any limitation imposed by law.

This note shall not be valid for any purpose until the Certificate of Authentication hereon shall have been signed by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Norfolk, Nebraska, have caused this note to be executed on behalf of the City with the signatures of its Mayor and City Clerk, both of which signatures may be facsimile signatures, and by having affixed hereto or imprinted hereon the City's seal, all as of the date of issue shown above.

THE CITY OF NORFOLK, NEBRASKA

(SEAL)

By: (Sample - Do not sign)

ATTEST: Mayor

(Sample - Do not sign)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This note is one of the series designated therein and has been registered to the owner named in said note and the name of such owner has been recorded in the books of record maintained by the undersigned as Paying Agent and Registrar for said issue of notes.

(Sample - Do not sign)
City Treasurer,
Paying Agent and Registrar
for the City of Norfolk, Nebraska

(FORM OF ASSIGNMENT)

For value received, _____hereby sells, assigns and transfers unto _____, (Social Security or Taxpayer I.D. No. _____) the within note and hereby irrevocably constitutes and appoints _____ _____, attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____

_____

_____
Registered Owner(s)

Signature Guaranteed
By _____

_____
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name(s) as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 9. Upon execution and registration of the Notes, they shall be delivered to the City Treasurer who is authorized to deliver them to a bank purchaser to be identified in the Designation upon receipt of 100% of the principal amount of the Notes plus accrued interest thereon to date of payment for the Notes or such other purchase price and other terms (which may include any applicable placement agent and/or banking fee related to the sale of the Notes) as set forth in the Designation . The Notes are to be sold to the initial purchaser subject to the opinion of independent bond counsel that said Notes are lawfully issued; that said Notes constitute a valid obligation of the City; and that under existing laws and regulations the interest on said Notes is exempt from both Nebraska state and federal income taxes. The purchaser of the Notes shall deliver an investor letter in form and substance satisfactory to the City. The proceeds of the Notes will be expended as set out in Section 1 hereof.

Section 10. The City Clerk is hereby directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Notes which shall be delivered to the purchaser of said Notes.

Section 11. The City hereby covenants and agrees to take all steps necessary for the completion of the improvements described in Section 1 hereof in such a manner that upon completion the City will be authorized to issue and sell its general obligation Various Purpose Bonds or other bonds to pay the costs of said improvements and hereby covenants and agrees to issue and sell its general obligation Various Purpose Bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from other sources. The City reserves the right to issue additional bond anticipation notes for the purpose of paying further costs of the improvements described in Section 1 for the purpose of paying costs of further public improvements of the City and further reserves the right to issue such notes for purposes of paying or refunding the Notes herein authorized at or prior to maturity.

Section 12. The proceeds of the Notes of this issue shall be held by the City Treasurer and applied, upon order of the Mayor and Council, to pay costs described in Section 1 hereof, to provide for payments of interest on the Notes due prior to maturity and to pay issuance expenses for the Notes. Proceeds not required for immediate use may be invested in any investments which are permissible for a city of the class to which the City of Norfolk belongs. The officers of the City (or any one or more of them) are hereby authorized to take all actions deemed necessary in connection with the issuance of the Notes.

Section 13. The holders of the Notes of this issue shall be subrogated to all rights of the holders of any claims which are paid from the proceeds of said Notes.

Section 14. The City hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the Notes, which would cause the Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Notes. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt obligations aggregating in principal amount more than $10,000,000 during calendar 2015, taking into consideration statutory exceptions for refunding issues. The City further covenants and warrants that it has not designated and will not designate bonds or other obligations as so qualified in an amount in excess of $10,000,000 in calendar 2015. The Mayor and/or City Treasurer are hereby authorized to make any and all elections or allocations deemed necessary by them in connection with the tax-exempt status of interest on the Notes or other tax related qualification thereof.

Section 15. In accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule") promulgated by the Securities and Exchange Commission, the City, being the only "obligated person" with respect to the Notes, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City of the type accompanying the audited financial statements of the City entitled "Management's Discussion and Analysis" ("Annual Financial Information");

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Notes:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

(7) modifications to rights of the holders of the Notes, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Notes, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual

Financial Information not later than the Delivery Date.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Notes (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Resolution. The continuing disclosure obligations of the City, as described above, shall cease when none of the Notes remain outstanding.

Section 16. If a Preliminary Official Statement is required, the Authorized Officers are authorized to approve and deem final a Preliminary Official Statement, as well as approve on behalf of the City a final Official Statement with any changes deemed appropriate by Authorized Officers.

Section 17. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

_____
Mayor

_____
City Clerk

(SEAL)

Approved as to form: _____
City Attorney

EXHIBIT “A”

POLICY AND PROCEDURES

[SEE ATTACHED]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: City of Norfolk, Nebraska
COMPLIANCE OFFICER (BY TITLE): Finance Officer/Treasurer

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

(i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

(ii) Form 8038 series filed with the Internal Revenue Service;

(iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

(iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or

arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

Resolution No. 2015 - 15

WHEREAS, trails are an important means of transportation and recreation for the citizens of Norfolk, Nebraska; and

NOW, THEREFORE, the Mayor and the City Council of the City of Norfolk, Nebraska, does herewith adopt the name of "Middle School Trail" for the trail that originates at the Levee Trail and Benjamin Avenue and extends along Benjamin Avenue and the North Fork of the Elkhorn River to Georgia Avenue and Riverside Boulevard; "Levee Trail" for the trail that lies atop of the Flood Control Levee: and "Memorial Crossing" for the trail that originates at the Levee Trail north of Omaha Avenue and extends west generally along Bluff Avenue and Pasewalk Avenue to Taylor Avenue.

PASSED and APPROVED this ___ day of _____, 2015

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

Approved as to form: _____
City Attorney