# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, June 18, 2018
5:30 p.m.

Created 6/14/2018 12:47 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 18, 2018, 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 15, 2018)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

June 18, 2018

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 4, 2018, City Council meeting. **Motion**
8. Consideration of approval of the minutes of the June 4, 2018, City Council Work Session. **Motion**
9. Keno report for May 2018 **Motion**
10. Consideration of approval of Change Order No. 1 with TR Harris Construction, Inc. for the Riverfront Trail Project, RTP-2015(001) resulting in a net increase of $3,800.00. **Motion**
11. Consideration of approval of the Mayor's reappointment of Kendra Buss to the Norfolk Housing Agency Board of Directors for a five-year term ending June 2023. **Motion**

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|---|---|---|
| 12. | Consideration of approval of a Special Designated Liquor License for the Norfolk Panther Booster Club, a non-profit organization, to serve beer, wine and distilled spirits at the National Guard Armory, 817 S 1st Street, from 4:00 p.m. to 12:00 a.m. on Friday, August 17, 2018, for a fundraiser event. | **Motion** |
| 13. | Consideration of approval of Change Order No. 2 (Final) with Myers Construction Inc. for the West Highway 275 Sewer Extension project resulting in a net increase of $9,051.50. | **Motion** |
| 14. | Consideration of approval of the Norfolk Lodge #46 IOOF request for a parade on Wednesday, July 4, 2018. | **Motion** |
| 15. | Consideration of Resolution 2018-30 approving the final plat and subdivision agreement of Thomas and Necole Cook 2nd Addition. | **Resolution 2018-30** |
| 16. | Consideration of approval of the Mayor's appointment of Kristen Ohnoutka to the Community Beautification Task Force, replacing Dirk Waite who resigned due to now serving on the Norfolk Planning Commission. | **Motion** |
| 17. | Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the use of the cross country course in Skyview Park to be used for practice and meets for the cross country season from July 1, 2018 through June 30, 2019. | **Motion** |
| 18. | Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the school to hold soccer practice and games on Memorial Field at Veterans Memorial Park, and soccer practice only at North Pine Park from July 1, 2018 to June 30, 2019. | **Motion** |
| 19. | Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the school to hold football games, scrimmages, and practices at Memorial Field, on dates and times approved by the park and building maintenance superintendent, through June 30, 2019. | **Motion** |
| 20. | Consideration of approval of an agreement with 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 baseball fields in Veterans Memorial Park and Ta-Ha-Zouka Park to be used for practice, games, and camps for the 2019 baseball season, from July 1, 2018 through June 30, 2019. | **Motion** |
| 21. | Consideration of approval of an agreement with 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 soccer practice, camps, and games for the 2019 soccer season from July 1, 2018 through June 30, 2019. | **Motion** |

22. Consideration of approval of an agreement with 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 the football field in Veterans Memorial Park to hold football games, camps, scrimmages, and practices through June 30, 2019. **Motion**

23. Consideration of approval of an agreement with 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 the tennis courts located at 4th Street and Elm Avenue and at Central Park, for tennis camps, practice, and competitions for their boys and girls 2018-19 tennis seasons from July 1, 2018 through June 30, 2019. **Motion**

24. Consideration of approval of an agreement with 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 the softball fields in Ta-Ha-Zouka Park for practice, games, camps, and an annual invitational tournament for their 2018 softball season from July 1, 2018 through June 30, 2019. **Motion**

25. Consideration of approval of an agreement with 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 the cross country course in Skyview Park to be used for practice, camps, and meets for the cross country season from July 1, 2018 through June 30, 2019. **Motion**

26. Consideration of approval of an agreement with 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 the football field in Veterans Memorial Park to hold marching band practice, performances, band camp, and competition on dates and at times approved by the park and building maintenance superintendent through June 30, 2019. **Motion**

27. Consideration of City Council approval of the plans, specifications, and engineer's estimate on file in the City offices for the Johnson Park Connector Trail project and authorization for the City Clerk to advertise for bids. **Motion**

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

PUBLIC HEARINGS AND RELATED ACTION

29. 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.

30. Public hearing at the request of Eldorado Hills Community Association to consider a zoning change from R-1 (Single Family Residential District) to O-D (Office District) on property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street.

31. Consideration of Ordinance No. 5550 approving a zoning change from R-1 (Single Family Residential District) to O-D (Office District) on property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street. **Ordinance No. 5550**

32. Public hearing at the request of Nucor Corporation to consider a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) on property generally located 1/4 mile north of the intersection of Chestnut Street and East Omaha Avenue.

33. Consideration of Ordinance No. 5551 approving a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) on property generally located 1/4 mile north of the intersection of Chestnut Street and East Omaha Avenue. **Ordinance No. 5551**

REGULAR AGENDA

34. Consideration of approval of Ordinance No. 5548 annexing a tract of land generally located along south Victory Road and Highway 35 in the Southwest 1/4 of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Ordinance No. 5548 passed on first reading at the May 21, 2018 City Council meeting, and on second reading at the June 4, 2018 City Council meeting. **Ordinance No. 5548**

35. Consideration of approval of Ordinance No. 5552 creating Sanitary Sewer Extension District No. 249 providing for construction of a sanitary sewer main with necessary appurtenances for the area known as Legacy Bend First Addition. **Ordinance No. 5552**

36. Consideration of approval of Ordinance No. 5553 creating Water Extension District No. 120 (Legacy Bend First Addition) providing for construction of a water main with necessary appurtenances for the area known as Legacy Bend First Addition. **Ordinance No. 5553**

37. Consideration of approval of Ordinance No. 5554 annexing a tract of land generally located at the southwest quadrant of Highway 275 and 25th Street. **Ordinance No. 5554**

PUBLIC COMMENT PERIOD

38. No action can occur at this time.

City of Norfolk NEBRASKA
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309 N 5th Street
Norfolk, NE 68701
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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

June 18, 2018

## CALL TO ORDER

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## 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 4, 2018, City Council meeting. **Motion**

   See Enclosure 7.

8. Consideration of approval of the minutes of the June 4, 2018, City Council Work Session. **Motion**

   See Enclosure 8.

9. Keno report for May 2018 **Motion**

   See Enclosure 9.

10. Consideration of approval of Change Order No. 1 with TR Harris Construction, Inc. for the Riverfront Trail Project, RTP-2015(001) resulting in a net increase of $3,800.00. **Motion**

On January 16, 2018, the Mayor and Council awarded a $377,598.00 contract with TR Harris Construction, Inc. for construction of the Riverfront Trail project. Change Order No. 1 provides for new ring and covers for the sewer cleanouts that parallel 1st Street, and relocating an existing yard hydrant in Johnson Park outside of the trail with a new curb stop for an increase of $3,800.00. Staff recommend approval of Change Order No. 1 resulting in a new contract amount of $381,398.00.

See Enclosure 10.

11. Consideration of approval of the Mayor's reappointment of Kendra Buss to the Norfolk Housing Agency Board of Directors for a five-year term ending June 2023. **Motion**

12. Consideration of approval of a Special Designated Liquor License for the Norfolk Panther Booster Club, a non-profit organization, to serve beer, wine and distilled spirits at the National Guard Armory, 817 S 1st Street, from 4:00 p.m. to 12:00 a.m. on Friday, August 17, 2018, for a fundraiser event. **Motion**

See Enclosure 12.

13. Consideration of approval of Change Order No. 2 (Final) with Myers Construction Inc. for the West Highway 275 Sewer Extension project resulting in a net increase of $9,051.50. **Motion**

On November 20, 2017, the Mayor and Council approved a $713,679.50 contract with Myers Construction, Inc. for the West Highway 275 Sewer Extension project. Change Order No. 1 approved on November 20, 2017 adjusted quantities due to shifting alignment for a new contract amount of $713,053.50. Change Order No. 2 (Final) adjusts to installed quantities and adds an air bridge due to NuStar requirements and a sign for traffic at Warren Door resulting in a final contract amount of $722,105.00. Staff recommend approval.

See Enclosure 13.

14. Consideration of approval of the Norfolk Lodge #46 IOOF request for a parade on Wednesday, July 4, 2018. **Motion**

Norfolk Lodge #46 IOOF has requested authorization to hold the annual Fourth of July Parade on July 4, 2018 from 10:00 a.m. to 12:00 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 and east on Prospect Avenue to 4th Street. The parade agreement has been prepared and the certificate of insurance has been submitted.

See Enclosure 14.

15. Consideration of Resolution 2018-30 approving the final plat and subdivision agreement of Thomas and Necole Cook 2nd Addition. **Resolution 2018-30**

See Enclosure 15.

16. Consideration of approval of the Mayor's appointment of Kristen Ohnoutka to the Community Beautification Task Force, replacing Dirk Waite who resigned due to now serving on the Norfolk Planning Commission. **Motion**

See Enclosure 16.

17. Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the use of the cross country course in Skyview Park to be used for practice and meets for the cross country season from July 1, 2018 through June 30, 2019. **Motion**

See Enclosure 17.

18. Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the school to hold soccer practice and games on Memorial Field at Veterans Memorial Park, and soccer practice only at North Pine Park from July 1, 2018 to June 30, 2019. **Motion**

See Enclosure 18.

19. Consideration of approval of an agreement with Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, allowing the school to hold football games, scrimmages, and practices at Memorial Field, on dates and times approved by the park and building maintenance superintendent, through June 30, 2019. **Motion**

See Enclosure 19.

20. Consideration of approval of an agreement with 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 baseball **Motion**

fields in Veterans Memorial Park and Ta-Ha-Zouka Park to be used for practice, games, and camps for the 2019 baseball season, from July 1, 2018 through June 30, 2019.

See Enclosure 20.

21. Consideration of approval of an agreement with 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 soccer practice, camps, and games for the 2019 soccer season from July 1, 2018 through June 30, 2019. **Motion**

See Enclosure 21.

22. Consideration of approval of an agreement with 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 the football field in Veterans Memorial Park to hold football games, camps, scrimmages, and practices through June 30, 2019. **Motion**

See Enclosure 22.

23. Consideration of approval of an agreement with 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 the tennis courts located at 4th Street and Elm Avenue and at Central Park, for tennis camps, practice, and competitions for their boys and girls 2018-19 tennis seasons from July 1, 2018 through June 30, 2019. **Motion**

See Enclosure 23.

24. Consideration of approval of an agreement with 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 the softball fields in Ta-Ha-Zouka Park for practice, games, camps, and an annual invitational tournament for their 2018 softball season from July 1, 2018 through June 30, 2019. **Motion**

See Enclosure 24.

25. Consideration of approval of an agreement with School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a **Motion**

Political Subdivision of the State of Nebraska, allowing the use of the cross country course in Skyview Park to be used for practice, camps, and meets for the cross country season from July 1, 2018 through June 30, 2019.

See Enclosure 25.

26. Consideration of approval of an agreement with 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 the football field in Veterans Memorial Park to hold marching band practice, performances, band camp, and competition on dates and at times approved by the park and building maintenance superintendent through June 30, 2019. **Motion**

See Enclosure 26.

27. Consideration of City Council approval of the plans, specifications, and engineer's estimate on file in the City offices for the Johnson Park Connector Trail project and authorization for the City Clerk to advertise for bids. **Motion**

This project includes construction of a trail to connect to the Riverfront Trail currently under construction. At the March 19, 2018 City Council meeting, the City Attorney was authorized to proceed with eminent domain to obtain necessary easements for trail construction. Following completion of eminent domain proceedings, a bid letting will be scheduled with City Council approval of the lowest responsive and responsible bidder following.

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

PUBLIC HEARINGS AND RELATED ACTION

29. 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: Cindy Morrow, Jim Mangels, Aaron Otten, Jan Einspahr and Kathie Means. 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 30, 2018, 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 29.

30. Public hearing at the request of Eldorado Hills Community Association to consider a zoning change from R-1 (Single Family Residential District) to O-D (Office District) on property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street.

See Enclosure 30.

31. Consideration of Ordinance No. 5550 approving a zoning change from R-1 (Single Family Residential District) to O-D (Office District) on property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street. **Ordinance No. 5550**

See Enclosure 31.

32. Public hearing at the request of Nucor Corporation to consider a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) on property generally located 1/4 mile north of the intersection of Chestnut Street and East Omaha Avenue.

See Enclosure 32.

33. Consideration of Ordinance No. 5551 approving a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) on property generally located 1/4 mile north of the intersection of Chestnut Street and East Omaha Avenue. **Ordinance No. 5551**

See Enclosure 33.

REGULAR AGENDA

34. Consideration of approval of Ordinance No. 5548 annexing a tract of land generally located along south Victory Road and Highway 35 in the Southwest 1/4 of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Ordinance No. 5548 passed on first reading at the May 21, 2018 City Council meeting, and on second reading at the June 4, 2018 City Council meeting. **Ordinance No. 5548**

Daniel and Connie Geary, property owners, have requested the City of Norfolk annex a tract of land in the North 1/2 of the Southwest 1/4 of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Nebraska Revised Statute 16-404 requires annexation ordinances be considered at three separate meetings. Staff recommend approval of Ordinance No. 5548 on third reading.

See Enclosure 34.

35. Consideration of approval of Ordinance No. 5552 creating Sanitary Sewer Extension District No. 249 providing for construction of a sanitary sewer main with necessary appurtenances for the area known as Legacy Bend First Addition. **Ordinance No. 5552**

Ordinance No. 5552 provides for construction of an 8-inch PVC sanitary sewer along with manholes and other appurtenances in Legacy Bend First Addition. The developer requests creation of this sewer district. Staff recommends approval.

See Enclosure 35.

36. Consideration of approval of Ordinance No. 5553 creating Water Extension District No. 120 (Legacy Bend First Addition) providing for construction of a water main with necessary appurtenances for the area known as Legacy Bend First Addition. **Ordinance No. 5553**

Ordinance No. 5553 creates Water Extension District No. 120 (Legacy Bend First Addition) providing for construction of a 8-inch PVC water main together with necessary appurtenances located in part of the Southeast 1/4 of the Northeast 1/4 and part of Tax Lot 1 in the Northeast 1/4 of the Southeast 1/4 all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. The developer/property owner requests creation of this water district. Staff recommends approval.

See Enclosure 36.

37. Consideration of approval of Ordinance No. 5554 annexing a tract of land generally located at the southwest quadrant of Highway 275 and 25th Street. **Ordinance No. 5554**

Pat Hughes, Market President of Midwest Bank, the property owner has requested the City of Norfolk annex a tract of land located in part of the Northeast 1/4 of Section 29, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. 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 on first reading.

See Enclosure 37.

PUBLIC COMMENT PERIOD

38. 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 4th day of June, 2018, 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 Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Corey Granquist, Jim Lange, Rob Merrill, Jarad Dahlkoetter, Thad Murren, Gary L. Jackson, Dave Fauss, and Dick Pfeil. Absent: None.

Staff members present were: City Administrator Andy Colvin, City Attorney Clint Schukei, City Clerk Beth Deck, Public Safety Director Shane Weidner, Administrative Secretary Bethene Hoff, Water & Sewer Director Dennis Watts, Risk Manager Lyle Lutt, City Planner Val Grimes, Police Chief Bill Mizner, Assistant City Engineer Mike Middendorf and Danielle Noelle.

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 Dahlkoetter to amend the consent agenda with the removal of Item No. 15, Change Order #6, Hausmann Construction, and to approve the consent agenda as amended. Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

Councilmember Lange moved, seconded by Councilmember Fauss to amend the regular agenda with the addition of Item No. 15, Change Order #6, Hausmann Construction, and to adopt the full agenda as amended. Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried.

### Consent Agenda Items Approved

Minutes of the May 21, 2018, City Council meeting

May sales tax report (March sales)

Tilden Interlocal Agreement allowing Norfolk to provide building inspection services to Tilden related to property maintenance issues

Special Designated Liquor License for Uncle Jarrol's Pub-B-Que, 2610 West Norfolk Avenue, to serve beer at 2610 West Norfolk Avenue for a dance, beer tasting, games and food event on June 30, 2018, from 11 a.m. to 1:00 a.m.

Special Designated Liquor License for Sacred Heart Parish, 204 South 5th Street, for a class reunion reception on July 27, 2018 at the Sacred Heart Activity Center, 2300 West Madison Avenue, from 5:00 p.m. to 12:00 a.m.

Accept $5,000 grant from the Norfolk Area Community Foundation to help fund the Mayor's Diversity Council

Big Bang Boom, Inc. (a Nebraska Nonprofit Corporation) and J & M Displays, Inc. (an Iowa Corporation) agreement to use Skyview Park for various activities for a 4th of July celebration on Saturday, June 30, 2018, and in the event of a weather-related cancellation, the celebration shall be held on the first suitable day thereafter

Ryan Hansen, doing business as Nebraska Slow Pitch, agreement to use the softball fields in Ta-Ha-Zouka Park to hold a slow pitch softball tournament on Saturday, June 30, 2018

Hausmann Construction Change Order No. 6 for the library expansion and renovation project, resulting in a net increase of $20,932.76

Special Designated Liquor License for Elkhorn Valley Historical Society, 515 Queen City Boulevard, to serve wine at 515 Queen City Boulevard for an exhibition opening reception on June 23, 2018, from 6 p.m. to 8 p.m.

Bills in the amount of $1,364,063.57

## Public Hearings and Related Items

Public Hearing
(Miracle Skate Park, grant application)

A public hearing was held to consider submitting a grant application in the amount of $425,000 to the Nebraska Department of Economic Development for Community Development Block Grant (CDBG) funds for removal of architectural barriers and to make the current Miracle Skate Park handicap accessible. Jan Merrill, Northeast Nebraska Economic Development District, provided information to the Mayor and City Council. The City of Norfolk is requesting $425,000 in CDBG fund for Tourism Development Grant, of which $400,000 will be used for removal of Architectural Barriers and to make the current Miracle Skate Park, which is located at 901 Blaine Street, Norfolk, NE, handicap accessible for both participants and spectators. $10,000 will be used for construction management and $15,000 will be used for general administration of the grant. The City of Norfolk will provide the required 25% or $100,000 in matching funds and $25,000 in leverage funds. An additional $19,500 of donated funds will also be used as leverage.

The total budget for project cost and grant administration is $569,500. No persons will be displaced as a result of this project.

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

Resolution No. 2018-28
(Miracle Skate Park CDBG grant application)

Councilmember Merrill moved, seconded by Councilmember Fauss, to adopt Resolution No. 2018-28 approving a grant application in the amount of $425,000 to the Nebraska Department of Economic Development for Community Development Block Grant (CDBG) funds for removal of architectural barriers and to make the current Miracle Skate Park handicap accessible.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Resolution No. 2018-28 was adopted.

Public Hearing
(Werner Final Planned Development)

A public hearing was held to consider a Final Planned Development on properties addressed as 307 North 31st Street and 306 and 310 North 32nd Street at the request of Kerry and Barbara Werner. City Planner Valerie Grimes provided information to the Mayor and City Council.

On May 22, 2018, the Norfolk Planning Commission held a public hearing regarding the Final Planned Development. The City Clerk read the Planning Commission's recommendation for approval into the record.

No one appeared either in favor of or in opposition to the Final Planned Development and the Mayor declared the hearing closed.

Ordinance No. 5549
(Werner Final Planned Development)

Councilmember Lange introduced, seconded by Councilmember Fauss, Ordinance No. 5549 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA, AND 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, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5549 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, Dahlkoetter, Murren, Jackson, 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. 5549 be passed and adopted?"

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, 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. 5549 as required by law.

**Regular Agenda Items**

Hausmann Construction
(Change Order #6, Library project)

Councilmember Merrill moved, seconded by Councilmember Dahlkoetter, to approve Change Order #6 with Hausmann Construction for the library expansion and renovation project resulting in a net increase of $20,932.76. Library Director Jessica Chamberlain provided information to elected officials.

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

Resolution No. 2018-29
(Sunset Plaza Mall, occupation tax eligibility)

Councilmember Lange moved, seconded by Councilmember Pfeil, to adopt Resolution No. 2018-29 approving to designate the Sunset Plaza Mall, excluding the lot containing the Target store, as an enhanced employment area eligible for imposition of an occupation tax pursuant to the Community Development Law. City Administrator Andy Colvin provided information to elected officials. Colvin was approached by Dial Properties (owners of the Sunset Plaza) about making improvements to the mall. The Enhanced Employment Area designation in 2018 requires the creation of ten new jobs over and above what was in place in 2017 pursuant to state statutes. An Enhanced Employment Area cannot be included in a blight or substandard designated area. The mall owners want to attract new businesses and this resolution creates an area/district that can be eligible to levy an occupation tax of 1 percent on businesses to pay off the bonds.

Mayor Moenning said this is the first step in creating the district; however, the resolution does not address or authorize financing an occupation tax.

Mike Bacon, attorney on behalf of the Dial Properties, said the City of Norfolk would only be the flow-through agency to pay the bonds with an occupation tax and there is no liability on citizens. Bacon said it is very difficult to get new retailers to come to an old property without renovations. With the closing of Herbergers, Dial Properties is planning to use the occupation tax to renovation that 78,000 square feet of space into smaller spaces for new tenants, which will require a loading dock and new entrance. Bacon said Dial Properties must prove any funds used are spent correctly.

Councilmember Lange said the occupation tax is similar to the additional real estate tax levied on businesses in Downtown Norfolk.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Resolution No2018-29 was adopted.

Ordinance No. 5548
(Annexation, south Victory Road and Highway 35)

Councilmember Pfeil introduced, seconded by Councilmember Fauss, Ordinance No. 5548 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A TRACT OF LAND LYING WHOLLY IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM and moved that the ordinance be passed on second reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Dahlkoetter, Murren, Jackson, Fauss and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5548 passed on second reading only.

Rutjens Construction Change Order No. 1
(Sewer Improvements 2017-1)

Councilmember Lange moved, seconded by Councilmember Granquist, to approve Change Order #1 with Rutjens Construction for the Sewer Improvements 2017-1 (Cottonwood Street from Nebraska Avenue north 344 feet) project resulting in a net increase of $46,607.62.

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

Mainelli Wagner & Associates, Inc. contract
(5th Street and Corporation Gulch culvert replacements project)

Councilmember Granquist moved, seconded by Councilmember Lange, to approve a contract with Mainelli Wagner & Associates, Inc. for engineering services for the 5th Street and Corporation Gulch culvert replacements project resulting in a lump sum fee of $10,000.00.

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

There being no further business, the Mayor declared the meeting adjourned at 6:07 p.m.

_____
Josh Moenning
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 4, 2018, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____
Elizabeth A. Deck
City Clerk

( S E A L )

# WORK SESSION

The Mayor and City Council of the City of Norfolk, Nebraska met on Monday, June 4, 2018 at 12:00 noon in the Norfolk Public Library meeting room, 308 W Prospect Avenue, Norfolk, Nebraska 68701.

Mayor Josh Moenning called the meeting to order.

The following elected officials were present: Mayor Josh Moenning and Councilmembers Jarad Dahlkoetter, Corey Granquist, Gary Jackson, Jim Lange, Thad Murren, and Dick Pfeil. Absent: Dave Fauss and Rob Merrill.

Staff members present were City Administrator Andy Colvin, City Clerk Beth Deck, Risk Manager Lyle Lutt, City Planner Val Grimes, Library Director Jessica Chamberlain, Assistant City Engineer Mike Middendorf, Information Systems Manager Jim McKenzie and Danielle Noelle-Myers.

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

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act accessible to members of the public.

Elected officials reviewed the June 4, 2018 City Council meeting agenda and toured the newly renovated Norfolk Public Library.

The meeting adjourned at 12:17 p.m.

_____
Josh Moenning
Mayor

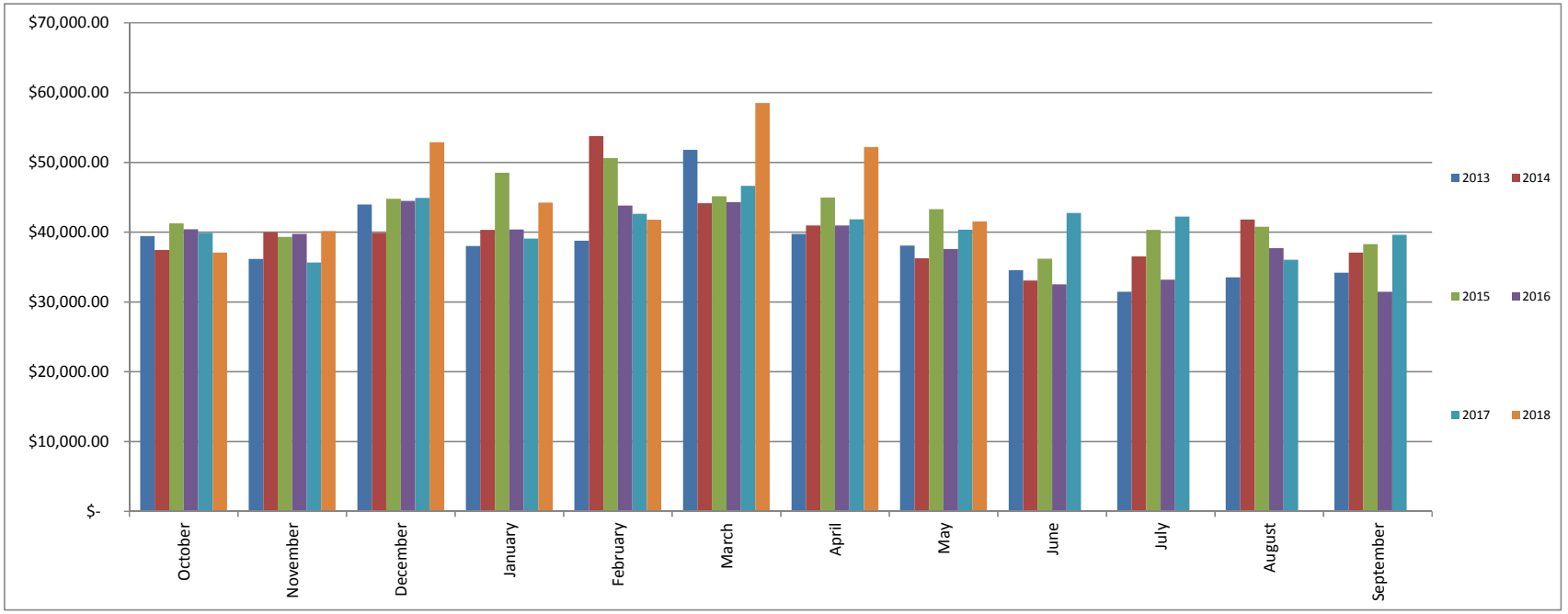
ATTEST:

_____
Elizabeth A. Deck
City Clerk

( S E A L )

**Keno Yearly Comparison**
**Net Proceeds**

| | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2018 BUDGET | Change 2017 to 2018 | | BUDGET VARIANCE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| October | $ 39,432.14 | $ 37,425.91 | $ 41,252.91 | $ 40,407.21 | $ 39,871.02 | $ 37,053.29 | $ 39,871.02 | $ (2,817.73) | -6.97% | $ (2,817.73) | -7.07% |
| November | $ 36,166.71 | $ 39,975.67 | $ 39,321.44 | $ 39,733.90 | $ 35,629.43 | $ 40,116.22 | $ 35,629.43 | $ 4,486.79 | 11.29% | $ 4,486.79 | 12.59% |
| December | $ 43,948.78 | $ 39,894.54 | $ 44,785.52 | $ 44,474.57 | $ 44,894.50 | $ 52,886.34 | $ 44,894.50 | $ 7,991.84 | 17.97% | $ 7,991.84 | 17.80% |
| January | $ 38,000.44 | $ 40,298.07 | $ 48,504.60 | $ 40,381.86 | $ 39,071.56 | $ 44,229.53 | $ 39,071.56 | $ 5,157.97 | 12.77% | $ 5,157.97 | 13.20% |
| February | $ 38,751.85 | $ 53,754.25 | $ 50,607.13 | $ 43,808.73 | $ 42,629.35 | $ 41,759.14 | $ 42,629.35 | $ (870.21) | -1.99% | $ (870.21) | -2.04% |
| March | $ 51,777.84 | $ 44,135.32 | $ 45,127.36 | $ 44,293.00 | $ 46,620.29 | $ 58,494.56 | $ 46,620.29 | $ 11,874.27 | 26.81% | $ 11,874.27 | 25.47% |
| April | $ 39,727.68 | $ 40,933.85 | $ 44,966.77 | $ 40,949.52 | $ 41,824.57 | $ 52,179.16 | $ 41,824.57 | $ 10,354.59 | 25.29% | $ 10,354.59 | 24.76% |
| May | $ 38,066.44 | $ 36,256.29 | $ 43,287.45 | $ 37,580.17 | $ 40,334.09 | $ 41,523.26 | $ 37,580.17 | $ 1,189.17 | 3.16% | $ 3,943.09 | 10.49% |
| June | $ 34,540.81 | $ 33,063.59 | $ 36,174.68 | $ 32,517.32 | $ 42,724.20 | $ - | $ 32,517.32 | $ - | 0.00% | $ - | 0.00% |
| July | $ 31,461.98 | $ 36,516.71 | $ 40,297.60 | $ 33,177.47 | $ 42,226.60 | $ - | $ 33,177.47 | $ - | 0.00% | $ - | 0.00% |
| August | $ 33,513.17 | $ 41,785.04 | $ 40,754.84 | $ 37,712.88 | $ 36,033.75 | $ - | $ 37,528.30 | $ - | 0.00% | $ - | 0.00% |
| September | $ 34,172.08 | $ 37,061.86 | $ 38,266.08 | $ 31,456.02 | $ 39,627.93 | $ - | $ 31,456.02 | $ - | 0.00% | $ - | 0.00% |
| Total | $ 459,559.91 | $ 481,101.10 | $ 513,346.39 | $ 466,492.65 | $ 491,487.29 | $ 368,241.50 | $ 462,800.00 | $ 37,366.69 | 8.01% | $ 40,120.61 | 8.67% |



**Change Order No.** 1

| | | | |
|---|---|---|---|
| Date of Issuance: | **May 28, 2018** | Effective Date: | **May 28, 2018** |
| Owner: | **City of Norfolk, Nebraska** | Owner's Contract No.: | |
| Contractor: | **TR Harris Construction, Inc.** | Contractor's Project No.: | |
| Engineer: | **JEO Consulting Group, Inc.** | Engineer's Project No.: | **140394** |
| Project: | **Riverfront Trail Project, RTP-2015** | Contract Name: | **Riverfront Trail Project, RTP-2(** |

The Contract is modified as follows upon execution of this Change Order:

Description: **Change Order for Contractor to provide new Ring and Covers for the sewer cleanouts that parallel 1st Street. Also to relocate existing yard hydrant in Johnson park outside of trail with new curb stop.**

Attachments: *[List documents supporting change] See Contractor submittal for change.*

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]* |
|---|---|
| Original Contract Price: $ **$377,598.00** | Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. __ to No. __: $ _____ | [Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ days |
| Contract Price prior to this Change Order: $ **377,598.00** | Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] of this Change Order: $ **3,800.00** | [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| Contract Price incorporating this Change Order: $ **381,398.00** | Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ Engineer (if required) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: Project Engineer | Title: | Title: Sec. |
| Date: 6-11-18 | Date: | Date: 6-11-18 |

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

# Change Order Estimate

| | | | |
|---|---|---|---|
| JEO Project Name: | **Riverfront Trail Project, RTP-2015** | JEO Project Number: | **140394** |
| Owner: | **City of Norfolk, Nebraska** | Change Order Number: | **1** |
| Contractor: | **TR Harris Construction, Inc.** | Effective Date: | **May 28, 2018** |

| Item | | Change Order Information | | | |
|---|---|---|---|---|---|
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) |
| 33 | Deeter 1810 Ring and Cover with Concrete | 4 | EA | $500.00 | $2,000.00 |
| 34 | Relocate Yard Hydrant w/ new curb stop | 1 | EA | $1,800.00 | $1,800.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
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| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | | | $0.00 | $0.00 |
| | | **Total** | | | **$3,800.00** |

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

# Special Designated License
# Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Norfolk Panther Booster Club

**Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)**

55949 843rd Rd, Norfolk NE 68701

**Retail Liquor License Address or Non-Profit Business Address**

20-0200302

**Retail License Number or Non-Profit Federal ID #**

**Event Date(s):** 8-17-2018 _____ _____ _____ _____ _____

**Event Start Time(s):** 4:00 p.m. _____ _____ _____ _____ _____

**Event End Time(s):** 12:00 a.m. _____ _____ _____ _____ _____

**Alternate Date:** N/A

**Alternate Location Building & Address:** N/A

**Event Building Name:** Norfolk Armory

**Event Street Address/City:** 817 S 1st St, Norfolk NE

**Indoor area to be licensed in length & width:** 50 X 100

**Outdoor area to be licensed in length & width:** _____ X _____ **(Diagram Form #109 must be attached)**

**Type of Event:** Fundraiser **Estimate # of attendees:** 250

**Type of alcohol to be served:** Beer X Wine X Distilled Spirits X
**(If not marked, you will not be able to serve this type of alcohol)**

**Event Contact Name:** Travis Baumann **Event Contact Phone Number:** 402-360-2123

**Event Contact Email:** baumanncrew@gmail.com

***Signature Authorized Representative:** _____

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

---

**Local Governing Body completes below:**

**The local governing body for the City of** Norfolk **OR County of** _____ **approves the issuance of a Special Designated License as requested above.**

_____ _____
**Local Governing Body Authorized Signature** **Date**

Recd 6/18/18

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**
**Non-Profit Applicants ONLY**

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/
Email Applications: michelle.porter@nebraska.gov

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

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

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

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

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

Norfolk Panther Booster club
NAME OF CORPORATION

20-0200302
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 6th DAY OF June, 2018.

GENERAL NOTARY - State of Nebraska
ELIZABETH A. DECK
My Comm. Exp. June 8, 2022

NOTARY PUBLIC SIGNATURE & SEAL
Elizabeth A Deck

OLSSON ASSOCIATES

# CHANGE ORDER

**No. 2 (Final)**

Date of Issuance: June 4, 2018 Effective Date: June 18, 2018

| | | |
|---|---|---|
| Project: West Highway 275 Sewer Extension | Owner: City of Norfolk, NE | Owner's Contract No.: |
| Contract: | | Date of Contract: |
| Contractor: Myers Construction Inc. | | Engineer's Project No.: 017-1750 |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Quantity adjustments due to installed quantities, added an air bridge due to NuStar requirements, and added sign for traffic at Warren Door.

Attachments: (List documents supporting change):

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES |
|---|---|
| Original Contract Price: $ 713,679.50 | Original Contract Times: Substantial Completion (days or date): May 15, 2018; Ready for Final Payment (days or date): May 31, 2018 |
| Decrease from previously approved Change Orders No. 1 to No. 1: $ 626.00 | Increase from previously approved Change Orders No. 1 to No. 1: Substantial Completion (days or date): 0 days; Ready for Final Payment (days or date): 0 days |
| Contract Price prior to this Change Order: $ 713,053.50 | Contract Times prior to this Change Order: Substantial Completion (days or date): May 15, 2018; Ready for Final Payment (days or date): May 31, 2018 |
| Increase of this Change Order: $ 9,051.50 | Increase of this Change Order: Substantial Completion (days or date): 0 days; Ready for Final Payment (days or date): 0 days |
| Contract Price incorporating this Change Order: $ 722,105.00 | Contract Times with all approved Change Orders: Substantial Completion (days or date): May 15, 2018; Ready for Final Payment (days or date): May 31, 2018 |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: Joe Bazke | By: | By: Terry Myers |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized |
| Title: PROJECT MANAGER | Title: | Title: President |
| Date: 6/5/2018 | Date: | Date: 06/05/2018 |

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____

**West Highway 275 Sewer Extension**
**Norfolk, NE**
**Change Order #2**

| No. | Description | Unit | Original Quantity | Revised Quantity | Unit Price | Original Extension | Revised Extension | Add / Deduct |
|---|---|---|---|---|---|---|---|---|
| | **BASE BID SECTION** | | | | | | | |
| 1 | Mobilization / Demobilizaton | LS | 1 | 1 | $ 24,000.00 | $ 24,000.00 | $ 24,000.00 | $ - |
| 2 | 15-inch Sanitary Sewer | LF | 3,930 | 3,930 | $ 93.00 | $ 365,490.00 | $ 365,490.00 | $ - |
| 3 | 12-inch Sanitary Sewer | LF | 1,553 | 1,559 | $ 89.00 | $ 138,217.00 | $ 138,751.00 | $ 534.00 |
| 4 | 10-inch Sanitary Sewer | LF | 20 | 20 | $ 78.00 | $ 1,560.00 | $ 1,560.00 | $ - |
| 5 | 8-inch Sanitary Sewer | LF | 20 | 20 | $ 60.00 | $ 1,200.00 | $ 1,200.00 | $ - |
| 6 | 12-inch Sewer Plug | EA | 1 | 1 | $ 260.00 | $ 260.00 | $ 260.00 | $ - |
| 7 | 10-inch Sewer Plug | EA | 1 | 1 | $ 220.00 | $ 220.00 | $ 220.00 | $ - |
| 8 | 8-inch Sewer Plug | EA | 1 | 1 | $ 68.00 | $ 68.00 | $ 68.00 | $ - |
| 9 | 4 Foot Diameter Manhole | EA | 13 | 13 | $ 6,312.00 | $ 82,056.00 | $ 82,056.00 | $ - |
| 10 | Additional Manhole Depth | VF | 10.95 | 11.80 | $ 250.00 | $ 2,737.50 | $ 2,950.00 | $ 212.50 |
| 11 | Connection to Existing Sewer Line | EA | 2 | 2 | $ 1,500.00 | $ 3,000.00 | $ 3,000.00 | $ - |
| 12 | Dewatering | LF | 5,523 | 5,523 | $ 10.00 | $ 55,230.00 | $ 55,230.00 | $ - |
| 13 | Remove Pavement | SY | 3,606 | 3,537 | $ 5.00 | $ 18,030.00 | $ 17,685.00 | $ (345.00) |
| 14 | White Rock Surfacing | TN | 5 | 5 | $ 40.00 | $ 200.00 | $ 200.00 | $ - |
| 15 | Remove and Reset Wire Fence | LF | 50 | 50 | $ 4.00 | $ 200.00 | $ 200.00 | $ - |
| 16 | Seeding (Alfalfa) | AC | 4.97 | 4.97 | $ 500.00 | $ 2,485.00 | $ 2,485.00 | $ - |
| 17 | Seeding (Roadside) | AC | 0.2 | 0.2 | $ 3,000.00 | $ 600.00 | $ 600.00 | $ - |
| 18 | Traffic Control | LS | 1 | 1 | $ 7,000.00 | $ 7,000.00 | $ 7,000.00 | $ - |
| 19 | Erosion Control | LS | 1 | 1 | $ 6,500.00 | $ 6,500.00 | $ 6,500.00 | $ - |
| 20 | Tree Removal / Clearing and Grubbing | LS | 1 | 1 | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | $ - |
| | | | | | | | | |
| | New Pay Item | | | | | | | |
| 21 | Air Bridge for Gas Line Crossing | LS | 0 | 1 | $ 6,800.00 | $ - | $ 6,800.00 | $ 6,800.00 |
| 22 | Remove and Replace Concrete Flume (Concrete Cost Only) | LS | 0 | 1 | $ 1,400.00 | $ - | $ 1,400.00 | $ 1,400.00 |
| 23 | Additional Traffic Control Signage | LS | 0 | 1 | $ 450.00 | $ - | $ 450.00 | $ 450.00 |
| | | | | | | | | |
| | **Total** | | | | | **$713,053.50** | **$722,105.00** | **$9,051.50** |

OLSSON ®
ASSOCIATES

June 6, 2018

Mayor and City Council
City of Norfolk
309 North 5th Street
Norfolk, NE 68701

Re: West Highway 275 Sewer Extension
Norfolk, Nebraska
OA Project No. 017-1750

Dear Mayor & Council,

I, Joseph C. Baxter, state that the above referenced project, completed by Myers Construction Inc., Broken Bow, Nebraska, has met the requirements for final completion as of May 31, 2018 according to the requirements of the plans and specifications and in general compliance with the terms of the contract.

I recommend that the West Highway 275 Sewer Extension project be accepted by the City of Norfolk as meeting the requirements of final completion.

Sincerely,

Joseph C. Baxter, P.E.

201 East 2nd Street
Grand Island, NE 68801

**TEL** 308.384.8750
**FAX** 308.384.8752

www.olssonassociates.com

# AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of June, 2018 by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as **CITY**, and Norfolk Lodge #46 IOOF, a non-profit fraternal organization, hereinafter referred to as **ORGANIZATION**. WITNESSETH:

WHEREAS: **ORGANIZATION** is desirous of conducting a parade, and;

WHEREAS: **CITY** is the owner of streets and rights-of-ways upon which the parade will occur, and consents to allowing **ORGANIZATION** use of the property for the purpose of the parade in accordance with Norfolk City Code Section 22-130;

NOW THEREFORE, in consideration of the above recitals, and the following terns and conditions, the parties hereto agree as follows:

1. The route of the parade shall be: 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 and east on Prospect Avenue to 4th Street.

2. The date of the street or lot closure shall be July 4, 2018 from 7:00 a.m. to 1:00 p.m.

3. **ORGANIZATION** agrees to provide, not less than one (1) week prior to the closure of the street or lot, a certificate of insurance indicating the existence of a liability policy, which shall be the primary insurance coverage for the event, naming the City of Norfolk as an additional insured on said policy and providing the following coverages:

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

If said certificate is not furnished as set forth above, then this Agreement shall be void and without force and effect.

4. **ORGANIZATION** agrees to hold **CITY** harmless and indemnify **CITY** from any and all liabilities or obligations that may arise as a result of this agreement.

5. **ORGANIZATION** shall erect moveable white and orange Type I, Type II or Type III barricades or orange and white drums, all meeting the requirements of the Manual on Uniform Traffic Control Devices which completely barricade the closed street.

**IN WITNESS WHEREOF, the parties hereto have** executed this agreement the day and year first above written.

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

APPROVED AS TO FORM:

_____
CITY ATTORNEY

_____
Josh Moenning
Mayor

APPROVED AS TO FORM:

NORFOLK LODGE #46 IOOF

_____
CITY RISK MANAGER

x_____
Noble Grand

x_____
Vice Grand

# SUBDIVISION APPLICATION
FORM A

1. Subdivision Name Thomas and Necole Cook 2nd Addition
2. Subdivision Location 407 and 1501 Square Turn Boulevard
3. Owner's Name Thomas and Necole Cook
4. Owner's Home Address 56029 State Hwy #24, Norfolk, NE 68701
5. Phone #1 (402) 750-7471

   Phone #2 _____

   Email Address: _____
6. Developer's Name Thomas and Necole Cook
7. Developer's Address 56029 State Hwy #24, Norfolk, NE 68701
8. Engineer Gilmore & Associates Phone (402) 564-2807
9. Present use of property Commercial
10. Desired use of property Commercial
11. Present Zoning I-1
12. Legal Description

**Replat of Lot 1, Block 1, Thomas and Necole Cook Addition of part of Tax Lot 5 in the SW1/4, SW1/4, Section 15, T24N, R1W of the 6th P.M., to the City of Norfolk, Madison County, Nebraska.**

13. Area of subject property square feet and/or acres 1.93 Acres

Necole Cook
Signature of owner

or

_____
Signature of Authorized Agent

RECEIVED
MAY 18

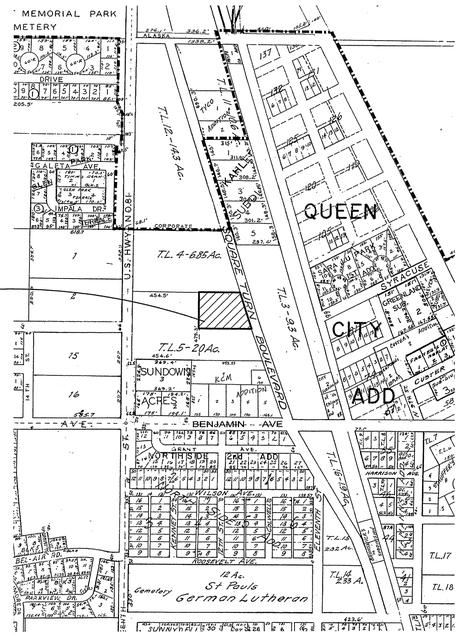
Return Completed forms to: Norfolk Planning Commission; 309 N 5th Street; Norfolk, NE 68701

# FINAL PLAT

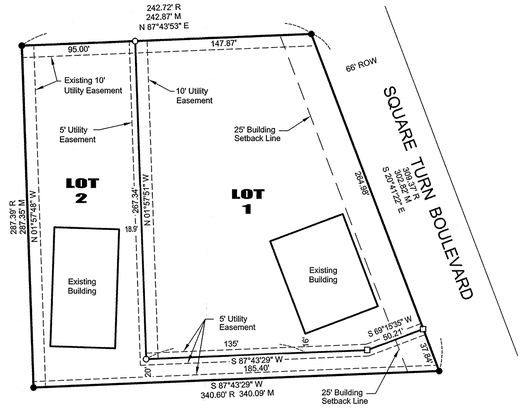
# THOMAS AND NECOLE COOK 2nd ADDITION

REPLAT OF LOT 1, BLOCK 1, THOMAS AND NECOLE COOK ADDITION OF PART OF TAX LOT 5 IN THE SW1/4 SW1/4 OF SECTION 15, T24N, R1W OF THE 6TH P.M., TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

PROPOSED ADDITION




SITUATION SKETCH




**NOTE:**
A four foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting upon a platted street as provided for in ordinance No. 3780 of the City of Norfolk, passed and approved on April 1, 1991.

| LOT | AREA | ADDRESS |
|---|---|---|
| 1 | 0.75 Acres | 1501 Square Turn Boulevard |
| 2 | 1.18 Acres | 1407 Square Turn Boulevard |

Zoning: I - 1
Front Setback Line: 25'
Side Yard Setback Line: 0'
Rear Setback Line: 15'

Utility Easement Lines:
Side: 5'
Rear: 10'

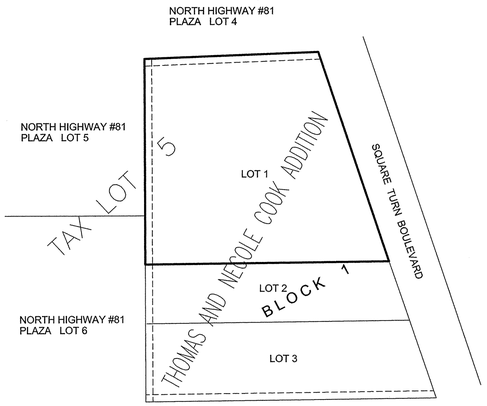
LEGEND
- ● - Monument Found As Per Plat By Eric Breuer LS #586 Dated 9/27/2010
- O - Set 5/8" x 24" Rebar W/Plastic Survey Cap
- □ - Set Mag Nail In Concrete Joint
- R - Recorded Distance
- M - Measured Distance

N

1" = 60'
5/23/2018
RTK
S-8940

SITUATION SKETCH

0 30 60 120
SCALE




PARCEL NO. 590252600

SITUATION SKETCH

1"=100'

Surveyors Statement

I, Clyde R. Flowers, Jr., Registered Land Surveyor in the State of Nebraska, have made a survey of THOMAS AND NECOLE COOK 2ND ADDITION, to the City of Norfolk, Madison County, Nebraska. Said Addition being a Replat of Lot 1, Block 1, Thomas And Necole Cook Addition of part of tax lot 5 in the SW1/4, SW1/4 section 15, T24N, R1W of the 6th P.M., to the City of Norfolk, Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said THOMAS AND NECOLE COOK 2ND ADDITION to the City of Norfolk, Madison County, Nebraska; that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said THOMAS AND NECOLE COOK 2ND ADDITION, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said THOMAS AND NECOLE COOK 2ND ADDITION, consisting of Lots One & Two at the instance and request of the owners.

The tract of land comprising said Addition is more particularly described as follows:

Lot 1, Block 1, Thomas And Necole Cook Addition of part of tax lot 5 in the SW1/4, SW1/4 section 15, T24N, R1W of the 6th P.M., to the City of Norfolk, Madison County, Nebraska.

I hereby state that I have executed this instrument on the 29th day of May, 2018.

_____
Clyde R. Flowers, Jr.
Registered Land Surveyor #357

**OWNER'S CERTIFICATE**

We, the undersigned, owners of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lots One & Two, to be known hereinafter as THOMAS AND NECOLE COOK 2nd ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Replat of Lot 1, Block 1, Thomas And Necole Cook Addition, of part of tax lot 5 in the SW1/4 ,SW1/4 of section 15, T24N, R1W of the 6th P.M., to the City of Norfolk, Madison County, Nebraska: do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

_____ _____
Thomas Cook Necole Cook

**NOTARY PUBLIC**

STATE OF NEBRASKA )
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas Cook and Necole Cook.

My commission expires: _____ _____
Notary Public

**APPROVAL**

The foregoing and within plat, dedication and instrument was approved by the Planning Commission of the City of Norfolk, Madison County, Nebraska on this _____ day of _____, 2018.

_____
Dan Spray
Chairman

**APPROVAL**

The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this _____ day of _____, 2018.

Attest: _____ _____
Elizabeth Deck Josh Moenning
City Clerk Mayor

**WAIVER**

We, Thomas Cook and Necole Cook, are the owners of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

_____ _____
Thomas Cook Necole Cook

STATE OF NEBRASKA )
COUNTY OF MADISON )

This is to certify that this instrument was filed for record in the Register of Deeds' Office at _____ __.M. on this _____ day of _____, 2018.

Book/Cabinet _____ Page _____

_____
Register of Deeds

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

**Subdivision Agreement**
**For**
**THOMAS AND NECOLE COOK 2ND ADDITION**
**to the City of Norfolk, Madison County, Nebraska**

This agreement was made and entered into this ____ day of _____, 2018 by and between the City of Norfolk, Nebraska, hereinafter referred to as "The City" and Thomas and Necole Cook, hereinafter referred to as the "The Developers".

WHEREAS the Developers are owners of certain property situated in the City of Norfolk, Madison County, Nebraska and legally described as follows:

Lot 1, Block 1, THOMAS AND NECOLE COOK ADDITION to the City of Norfolk, Madison County, Nebraska,

And

WHEREAS, the Developers wish to plat said property and hereby submit to the City as provided by law, an accurate subdivision plat of the addition to be known as THOMAS AND NECOLE COOK 2ND ADDITION to the City of Norfolk, Madison County, Nebraska; and

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City Ordinances,

IT IS THEREFORE AGREED by the parties contained herein as follows:

**General Conditions:**

1) GRADING: The Developers and the City agree that there will be no cost to the city for grading of the subdivision. There will be no grading improvements as part of the subdivision.

2) SANITARY SEWER: The Developers and the City agree that there is existing City sewer in the subdivision and that no additional sewer will be required as part of the subdivision. There will be no cost to the City for installation or maintenance of said waste water treatment facilities.

3) WATER SUPPLY: The Developers and the City agree that there is existing City water in the subdivision and that no additional water lines will be required as part of the subdivision. There will be no cost to the City of water improvements in the subdivision.

4) STREET IMPROVEMENTS: The Developers agree that no new streets are needed to serve this subdivision at this time. There will be no cost to the City for street improvements at this time.

5) STREET SIGNS: The Developers agree that no new street signs are needed for this subdivision at this time. There will be no cost to the City for street signs at this time.

6) SIDEWALKS: The Developers acknowledge that a sidewalk will be installed adjacent to all streets. There will be no cost to the City for sidewalks at this time.

**Miscellaneous**

1) The Developers agree to pay all interest and principal on any special assessments levied by the City on the property being so subdivided as same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property being transferred shall be paid in full at the time of closing and conveyance of said lot at which time the City will release the Developers from any future obligations, assessments, or special assessments against said lot. If the Developers fail to keep special assessments current, the City may seek to collect the amount not paid by any remedy at law or in equity.

2) The Developers agree to hold the City of Norfolk harmless form any liability and claims arising out of and relative to the development of this subdivision, and including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Control.

3) The Developers further agree to specifically comply with Section 23-45(j)-3 of the Norfolk City Code which states that:

   "Forty-eight hours notice shall be given to the City Engineer prior to the start of construction on any improvements. The Developers' Engineer shall provide the City with a signed certification, assuring that improvements have been installed in accordance with the approved plans and specifications."

4) The Developers agree to keep the public right of way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused during development of the subdivision.

5) This agreement and the terms and duties set forth herein, shall be binding upon the parties hereto, their successors in interest in the real estate described herein, their heirs, personal representatives, and assigns.

City of Norfolk
A Municipal Corporation

By: _____
Josh Moenning, Mayor

Attest: _____
Elizabeth A. Deck, City Clerk

Approved as to form:

_____
Clint Schukei, City Attorney

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Josh Moenning, Mayor, and Elizabeth A. Deck, Cty Clerk, on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

_____
Notary Public

The Developers

_____ _____

Thomas Cook Necole Cook

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Thomas and Necole Cook.

My commission expires: _____ _____

Notary Public

S-8940
2-8-18
vr

City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.ci.norfolk.ne.us

June 5, 2018

Honorable Mayor
and
City Council

Dear Mayor and Council:

On June 5, 2018 the Norfolk Planning Commission reviewed the final plat of Thomas and Necole Cook 2nd Addition.

All items required for the final plat approval have been submitted and the accompanying subdivision agreement has been reviewed by the City Engineer.

The Planning Commission recommends approval of the final plat with a vote of (8-0).

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

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

RESOLUTION NO. 2018-30

WHEREAS, the following described real property is located within the City of Norfolk or within the extraterritorial area in which the City exercises zoning jurisdiction, to wit:

Lot 1, Block 1, Thomas and Necole Cook Addition; and

WHEREAS, said property is owned by Thomas and Necole Cook; and

WHEREAS, the owners of the above described property are desirous of platting the property pursuant to the laws of the State of Nebraska and the City of Norfolk; and

WHEREAS, a plat and subdivision agreement have been prepared in anticipation of platting the above described property.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of THOMAS AND NECOLE COOK 2ND ADDITION to the City of Norfolk, Nebraska, and its accompanying subdivision agreement, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

BE IT FURTHER RESOLVED that the above described property shall hereinafter be legally described as set forth and depicted on the final plat being approved hereunder.

PASSED AND APPROVED this _____ day of _____, 2018.

ATTEST:

_____
Josh Moenning, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to form: _____
Clint Schukei, City Attorney

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

(Please type or print clearly) DATE: 04/19/2018

NAME: Kristen Ohnoutka TELEPHONE: (402) 270-2289(H)

ADDRESS: 324 N. Birch St. Norfolk (402) 371-4862(O)

E-MAIL ADDRESS: Kdohnoutka@gmail.com

OCCUPATION: Information Coordinator at The chamber + NAUB
(If retired, please indicate former occupation or profession.)

EDUCATION: BS - Wayne State College - Speech Communications

PROFESSION AND/OR COMMUNITY ACTIVITIES:
Citizen 101,
Aftershock Program, Sacred Heart Parish,
Great American Comedy Festival, TeamMates, Optimist

Please return this form to:

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

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

( ) Board of Zoning Adjustment
( ) Building Code of Appeals/Property Maintenance Board of Appeals
( ) Business Improvement District
( ) Civil Service Commission
(X) Community Beautification Task Force
(X) Housing Authority Board
(X) Library Advisory Board
( ) Planning Commission
( ) Plumbing Board
( ) Property Tax Compliance and Review & 5% LID Committee
(X) Riverfront Overlay Review Board
(X) Trail Advisory Board
(X) Tree Advisory Board

Kristen Ohnoutka
(Signature of Applicant)

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use the CITY's facility for cross country practice and meets subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the cross country course in Skyview Park to be used by SCHOOL for cross country practice and meets for the cross country season.

2. TERM. This term of this Agreement shall be from July 1, 2018 through June 30, 2019.

3. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of the cross country course shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's cross country course with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. 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 July 27, 2018, 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.

5. INDEMNIFICATION AND HOLD HARMLESS. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by SCHOOL or any third party from damage or claim of damage that arises

from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SCHOOL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.**

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

7. 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. SCHOOL understands that parking on Maple Avenue between 18th Street and 19th Street is prohibited on the north side of the street. SCHOOL understands that when utilizing the cross country course for time trials or cross country meets that may bring a large number of vehicles to the park, SCHOOL shall have an individual designated to assure compliance with the parking regulations.

8. SIDEWALK. SCHOOL shall not paint the sidewalk in Skyview Park.

9. ALL-TERRAIN VEHICLES. SCHOOL 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 its events under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older, and (2) said vehicles are covered by SCHOOL's insurance policy. 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.

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

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

WHEREAS, CITY is the owner of soccer fields in North Pine Park in Norfolk, Nebraska; and

WHEREAS, SCHOOL has a soccer program and is desirous of holding soccer practice and games at Memorial Field and soccer practice only at North Pine Park; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold soccer practice and games on Memorial Field at Veterans Memorial Park and soccer practice only at North Pine Park.

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

1. TERM. The term of this Agreement shall be from July 1, 2018 to June 30, 2019.

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

3. PRACTICE. CITY shall allow SCHOOL to hold soccer practices at Memorial Field and North Pine Park at such times as are approved by CITY's park and building maintenance superintendent. While at Memorial Field, SCHOOL shall not have access to the multipurpose building during said practices except that SCHOOL may utilize the family restroom located immediately east of the main entrance to the multipurpose building and accessed from outside the building. SCHOOL shall be responsible for unlocking and locking the family restroom while utilizing the same.

4. MEMORIAL FIELD FACILITY ACCESS. For soccer games at Memorial Field, SCHOOL shall have access to and use of the soccer field, press boxes, ticket booths, parking lots, and locker rooms and restrooms located in the multipurpose building. Field lighting, scoreboard and public address system shall be available for use by SCHOOL.

5. ACCESS COST. SCHOOL shall pay no fee to CITY to access the soccer fields.

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

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

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

8. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use except in parking areas available to the general public.

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

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

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

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

13. PREPARE FOR USE. CITY shall prepare the Memorial Field soccer facility for use by SCHOOL by cleaning up the facility from any previous events.

14. FLAGS TO MARK FIELD. SCHOOL shall set up and tear down and secure any flags used to mark the soccer fields.

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

16. 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 facilities with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by February 15, 2019, 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.

17. HOLD HARMLESS/INDEMNIFICATION. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its 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.

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

19. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the playing or 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.

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

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

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

23. SHOES. No spiked shoes shall be allowed on the soccer field at Memorial Field and only appropriate soccer cleats shall be allowed. SCHOOL shall be responsible for compliance with this provision.

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

25. SCOREBOARD. SCHOOL shall be allowed to utilize the scoreboard and accompanying graphics board at Memorial Field. 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".

26. ADVERTISING. SCHOOL shall not erect any advertising signs at Veterans Memorial Park or North Pine Park.

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

28. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans

Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

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

30. OTHER AREAS OF VETERANS MEMORIAL PARK. SCHOOL shall be responsible for restricting participants and spectators to the soccer and parking portions of Veterans Memorial Park during SCHOOL's events and shall prohibit people from accessing other portions of Veterans Memorial Park during the time when SCHOOL is utilizing CITY's soccer 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.

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

32. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on Memorial Field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY on an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

33. TURF FIELD RULES. Memorial Field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's soccer field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the soccer 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.

34. 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.

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

36. FIELD MARKING AT NORTH PINE PARK. SCHOOL shall not mark the soccer fields at North Pine Park in any way without first obtaining permission from CITY's park and building maintenance superintendent.

37. UNADDRESSED ISSUES. Issues related to CITY's facilities 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.

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

# EXHIBIT "A"

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

## Advertising Services

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

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

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

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

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

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

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as "SCHOOL", WITNESSETH:

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

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

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

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

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

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

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

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

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

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

6. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use except in parking areas available to the general public.

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

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

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

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

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

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

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's facilities with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 27, 2018, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

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

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

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

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

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

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

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

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

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

25. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

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

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

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

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

29. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on CITY's football field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

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

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

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

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

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

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

35. TERMINATION. This Agreement shall terminate June 30, 2019.

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_____
Josh Moenning, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
City Attorney

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By_____
Title: _____
Printed Name: _____

By_____
Title: _____
Printed Name: _____

# EXHIBIT "A"

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

**Advertising Services**

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

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

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

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

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

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

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use the CITY's baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park for baseball practice, games, and camps subject to the following:

1. FACILITIES. CITY, being the owner of the park facilities commonly known as Veterans Memorial Park and Ta-Ha-Zouka Park, is willing to allow the baseball fields in Veterans Memorial Park and Ta-Ha-Zouka Park to be used by SCHOOL for baseball practice, games, and camps for the 2019 baseball season.

2. TERM. This Agreement shall be from July 1, 2018 through June 30, 2019.

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

4. PRACTICE ACCESS. SCHOOL shall not have access to the multipurpose building at Veterans Memorial Park during baseball practices except that SCHOOL may utilize the family restroom located immediately east of the main entrance to the multipurpose building and accessed from outside the building. SCHOOL shall be responsible for unlocking and locking the family restroom while utilizing the same.

5. LOCKER ROOM ACCESS. SCHOOL understands that its baseball players shall not have access to the locker rooms in the multipurpose building at Veterans Memorial Park at any time while utilizing CITY's baseball field under the terms of this Agreement. Umpires working during SCHOOL's games shall have limited access to the family restroom accessed from inside the multipurpose building.

6. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of the baseball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

7. LIABILITY. 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 baseball fields with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. 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 February 15, 2019, 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.

8. ADVERTISING. SCHOOL shall not erect any advertising signs at CITY's baseball facilities.

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

10. 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.

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

12. 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.

13. CONCESSIONS. CITY provides concessions at Veterans Memorial Park and Ta-Ha-Zouka Park. CITY will make its own determination as to whether to provide concessions for SCHOOLS's baseball games. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park and Ta-Ha-Zouka Park including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park and Ta-Ha-Zouka Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL

shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park and Ta-Ha-Zouka Park by spectators when concessions are being sold by CITY.

14. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games and practices held on CITY's baseball facilities, and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games and practices held, and the total number of spectators at each game. Said accounting shall be provided to CITY's operations manager 15 days after the end of SCHOOL's baseball season.

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

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

16. FIELD LIGHTS. Field lights at Veterans Memorial Park are set to turn on and off by CITY in accordance with the schedule provided to CITY. SCHOOL agrees to provide CITY with a comprehensive list of game times and to keep the same current. CITY shall allow SCHOOL to utilize the field lights at Ta-Ha-Zouka Park and SCHOOL shall be responsible for turning said field lights on and off when utilizing that facility.

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

18. PETS. No pets shall be allowed on the premises at Veterans Memorial Park except for service animals.

19. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use 1) in or within 20 feet of any city owned building, 2) while on or within 20 feet of any bleachers on city owned property, and 3) in any area of Veterans Memorial Park except in parking areas available to the general public.

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

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

By_____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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 soccer field in Veterans Memorial Park located at 1st Street and Grove Avenue in Norfolk, Nebraska, and said soccer field is commonly known as "Memorial Field"; and

WHEREAS, SCHOOL has a soccer program and is desirous of holding soccer practice, camps, and games at Memorial Field; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold soccer practice, camps, and games on Memorial Field at Veterans Memorial Park.

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

1. TERM. This Agreement shall be effective from July 1, 2018 through June 30, 2019.

2. SCHEDULE. CITY shall allow SCHOOL to hold soccer practice, camps, and games at Memorial Field in Norfolk, Nebraska, for SCHOOL's 2019 soccer season on dates and at times approved by CITY's park and building maintenance superintendent.

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

4. ACCESS COST. SCHOOL shall pay no fee to CITY to access the soccer field.

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

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

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

7. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use except in parking areas available to the general public.

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

9. 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.

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

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

12. PREPARE FOR USE. CITY shall prepare the soccer facility for use by SCHOOL by cleaning up the facility from any previous events.

13. FLAGS TO MARK FIELD. SCHOOL shall set up and tear down and secure any flags used to mark the soccer field.

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

15. 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 facilities with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by February 15, 2019, 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.

16. HOLD HARMLESS/INDEMNIFICATION. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its 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.

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

18. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the playing or 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.

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

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

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

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

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

24. 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".

25. ADVERTISING. SCHOOL shall not erect any advertising signs at Veterans Memorial Park.

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

27. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

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

29. OTHER AREAS OF THE PARK. SCHOOL shall be responsible for restricting participants and spectators to the soccer and parking portions of Veterans Memorial Park during SCHOOL's events and shall prohibit people from accessing other portions of Veterans Memorial Park during the time when SCHOOL is utilizing CITY's soccer 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.

30. 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.

31. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on CITY's soccer field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

32. TURF FIELD RULES. CITY's soccer field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's soccer field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the soccer 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.

33. 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.

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

35. 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.

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

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

By_____
Printed Name: _____
Title: _____

# EXHIBIT "A"

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

**Advertising Services**

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

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

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

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

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

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

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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 has a football program and is desirous of holding football games, camps, scrimmages, and practices at Memorial Field; and

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

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

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

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

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

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

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

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

6. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use except in parking areas available to the general public.

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

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

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

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

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

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

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's facilities with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's events. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 27, 2018, then (1) SCHOOL shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

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

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

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

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

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

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

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

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

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

25. CONCESSIONS. All concessions sold at Veterans Memorial Park shall be sold pursuant to the terms of this section. SCHOOL is prohibited from selling or participating in the sale of any concessions except as provided herein.

A. CITY will operate the concession stand as provided herein at all football games for which SCHOOL desires to have concessions available as long as CITY is advised in writing at least fourteen (14) days prior to SCHOOL's games for which they desire concessions.

B. CITY anticipates staffing the concession stand with two (2) CITY employees. SCHOOL is required to supplement with volunteers as they deem appropriate based on SCHOOL's event. If SCHOOL is not providing volunteers then it shall advise CITY at least 14 days prior to the football game. If an adequate number of volunteers is not provided by SCHOOL for any game at which concessions are requested, CITY shall unilaterally determine whether to make concessions available.

C. Concession stand revenues shall be divided with SCHOOL pursuant to the following formula:

Gross Revenue:

LESS: Food product costs;
Utility fee of $15.00;
Wages of CITY staff working event (including preparation for and cleanup after event); and
Applicable sales and occupation taxes

EQUALS: Revenue after Expenses.

Revenue after Expenses shall be divided equally between CITY and SCHOOL for every game at which concessions are requested and volunteers are provided.

In the event concessions are requested and concession sales do not generate a positive calculation using the above formula, then SCHOOL shall pay CITY any amount necessary so that CITY does not suffer a loss by making the concession stand available for SCHOOL's event.

D. Obligations of CITY:

1. Provide two (2) CITY employees per event to staff concession stand.

2. Fully equip concession stand (including product ordering).

3. Provide money to make change.

4. Set up concession stand and coordinate set-up with SCHOOL's volunteers.

5. Coordinate cleanup with SCHOOL's volunteers at the end of event.

E. Obligations of SCHOOL:

1. Give written notice to CITY of any games for which SCHOOL wants to have concessions available.

2. Provide an adequate number of volunteers as determined by SCHOOL to handle SCHOOL's event.

3. Provide volunteers to participate in setting up the concession stand as directed by CITY.

4. Provide volunteers to participate in cleaning up the concession stand as directed by CITY.

F. SCHOOL understands that any concessions provided to game officials at SCHOOL's events shall be paid for by SCHOOL.

G. If concessions are not requested by SCHOOL at any event, or if no volunteers are provided, concession sales shall be at CITY's sole discretion. In such event, SCHOOL shall receive no profit from any concession sales and shall have no responsibility to make any payment to CITY for operation of the concession stand.

H. Except as set forth in this paragraph, SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park.

I. SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

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

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

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

29. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on CITY's football field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

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

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

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

32. RAFFLES. SCHOOL agrees that any raffles on the premises shall be conducted in full compliance with the applicable Nebraska Statutes.

33. 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.

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

35. 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 SCHOOL as required by Section 18-10 of the City Code for vending in Veterans Memorial Park during the term of this Agreement provided that such vending is limited to the sale of apparel or other SCHOOL memorabilia (not concessions).

36. 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.

37. TERMINATION. This Agreement shall terminate June 30, 2019.

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_____
Josh Moenning, Mayor

_____
Elizabeth A. Deck, City Clerk

Approved as to Form: _____
City Attorney

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

By_____
Its

# EXHIBIT "A"

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

**Advertising Services**

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

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

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

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

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

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

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use CITY's facilities for boys and girls tennis camps, practice, and competitions subject to the following:

1. FACILITY. CITY, being the owner of the tennis courts located at 4th Street and Elm Avenue and at Central Park, is willing to allow the tennis courts to be used by SCHOOL for tennis camps, practice, and competitions for their boys and girls 2018-19 tennis seasons.

2. TERM. The term of this Agreement shall be from July 1, 2018 through June 30, 2019.

3. FEE. SCHOOL shall pay no fee to CITY for the use of the tennis courts.

4. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of the tennis courts shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

5. LIABILITY. 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 tennis courts with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's use of CITY's facilities. 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 July 27, 2018, 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.

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

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

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

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

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

By_____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use CITY's facilities for softball practice, games, camps, and an annual invitational tournament subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow the softball fields in Ta-Ha-Zouka Park to be used by SCHOOL for softball practice, games, camps, and annual invitational tournament for their 2018 softball season.

2. TERM. The term of this Agreement shall be from July 1, 2018 through June 30, 2019.

3. FEE. SCHOOL shall pay no fee to CITY for the use of the softball facilities.

4. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of the softball fields shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

5. LIABILITY. 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 fields with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's use of CITY's facilities. 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 July 27, 2018, 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.

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

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

8. ADVERTISING. SCHOOL shall not erect any advertising signs at CITY's softball facilities or allow any advertising signs to be erected at CITY's softball facilities.

9. CONCESSIONS. CITY provides concessions at Ta-Ha-Zouka Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's softball games. SCHOOL is prohibited from selling or participating in the sale of any concessions at Ta-Ha-Zouka Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Ta-Ha-Zouka Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Ta-Ha-Zouka Park by spectators when concessions are being sold by CITY.

10. CANCELLATIONS. 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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

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

By_____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use the CITY's facility for cross country practice, camps, and meets subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the cross country course in Skyview Park to be used by SCHOOL for cross country practice, camps, and meets for the cross country season.

2. TERM. This term of this Agreement shall be from July 1, 2018 through June 30, 2019.

3. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of the cross country course shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's park and building maintenance superintendent.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's facility with no exclusions. Said insurance shall be the primary insurance coverage for SCHOOL's use of CITY's facility. 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 July 27, 2018, 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.

5. INDEMNIFICATION AND HOLD HARMLESS. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or

damage or claim of loss by SCHOOL or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SCHOOL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.**

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

7. 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. SCHOOL understands that parking on Maple Avenue between 18th Street and 19th Street is prohibited on the north side of the street. SCHOOL understands that when utilizing the cross country course for time trials or cross country meets that may bring a large number of vehicles to the park, SCHOOL shall have an individual designated to assure compliance with the parking regulations.

8. SIDEWALK. SCHOOL shall not paint the sidewalk in Skyview Park.

9. TEMPORARY TOILETS. SCHOOL shall be allowed to place temporary toilets in Skyview Park to accommodate the number of people expected to attend their events at a location approved by CITY's park and building maintenance superintendent or his designee.

10. ALL-TERRAIN VEHICLES. SCHOOL 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 its events under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older, and (2) said vehicles are covered by SCHOOL's insurance policy. 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.

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 Josh Moenning, Mayor

Approved as to Form: _____
City Attorney

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

By_____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, 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 marching band practice, performances, band camp, and competition; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold said marching band practice, performances, band camp, and competition 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 marching band practice, performances, band camp, and competition at Memorial Field in Norfolk, Nebraska, on dates and at times approved by CITY's park and building maintenance superintendent.

2. FACILITY ACCESS. For marching band competition, SCHOOL shall have access to and use of the football field, press box, 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. TOBACCO. SCHOOL shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use 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 DURING COMPETITION. 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 competition, during the competition, and until the time the facility is locked.

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

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

In addition, SCHOOL shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for SCHOOL's use of CITY's facility. 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 July 27, 2018, 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.

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

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

13. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the playing or 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.

14. PARKING. SCHOOL shall be responsible for assuring that vehicles within Veterans Memorial Park are parked only in approved parking areas during SCHOOL's band competition 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.

15. 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.

16. SHOES. No spiked shoes shall be allowed on the football field. SCHOOL shall be responsible for compliance with this provision.

17. 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.

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

19. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

20. 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.

21. 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 band competition 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. TERMINATION. This Agreement shall terminate June 30, 2019.

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

_____

By_____
Josh Moenning, Mayor

Elizabeth A. Deck, City Clerk

Approved as to Form: _____
City Attorney

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

By_____
Its

# Economic Development Citizen Advisory Review Committee

Semi-annual Report

*May 30, 2018*

The CARC met on May 30, 2018. Members in attendance were as follows: Cindy Morrow, Jim Mangels, Aaron Otten, Kathie Means, and Randy Gates (ex-officio non-voting member). Member absent was Jan Einspahr. Guests present were Sheila Rios, Andy Colvin, Candace Bossard, and Candice Alder 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 2017 to April 2018. Revenues include property taxes, homestead exemption, and property tax credit. Expenditures reflect the interest payment on the LB 840 bonds. As of April 30, the EDF had 574,530 of cash.

2. **Update on Petersen Ag Systems.**

   Petersen Ag Systems met their job creation and retention requirements. They created 8 new jobs paying more than the total annual average wages of $240,000 in their LB 840 application. The loan was closed out during the period with 99% of the $60,000 loan being forgiven and the remaining 1% paid back to the EDF.

3. **Review of ContiTech application.**

   ContiTech USA, Inc. applied for $180,000 of LB 840 funding for expansion of their existing Norfolk plant, which was approved by the City Council on May 7. In addition to the City's LB 840 funding, ContiTech is receiving $700K of Community Development Block Grant (CDBG) and $300K of Site and Building Development funding from the Nebraska Department of Economic Development (DED). DED waived the requirement that ContiTech provide collateral or a corporate guarantee. The City Council waived this requirement also. ContiTech provided 3 years of unaudited balance sheets and income statements.

4. **Economic Development Update.**

   The City is working on utility extensions to the northeast to help attract potential industrial businesses. Numerous housing projects are currently in progress. The Raasch Dam sewer interceptor will provide sewer to the northwest. The City is renewing efforts for the workforce coordinator position.

5. **Consideration of CARC findings and suggestions for the public hearing at the June 18 Council meeting.**

   The CARC finds that the City's EDP is operating in compliance with the budget and the voter-approved economic development plan. Enclosed in the agenda packet is the CARC Review Checklist for the June 18 meeting.

# CITY OF NORFOLK ECONOMIC DEVELOPMENT PROGRAM

## CITIZENS ADVISORY REVIEW COMMITTEE

## REVIEW CHECKLIST

*FOR THE MEETING OF MAY 30, 2018*

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 ContiTech

a. Is it an eligible business as defined in Section III of the voter approved Economic Development Plan? Yes, this is a manufacturing business.
b. Does the Company employ people and carry on jobs in any other Nebraska city or cities? Yes.
    i. If so, has the company agreed to maintain employment in the other Nebraska city or cities as required in Statues? Yes.
c. Is the amount of funding no more than 50% of project cost? They have been approved for $180,000 and the total project cost is $9,314,000.
d. Is there a 10% minimum equity investment? Yes, the amount not coming from LB 840 funds and State grants/loans will come from owner's equity.
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 | X | | |
| ii. Employment, wage, and financial projections | X | | |

| | | | | |
|---|---|---|---|---|
| iii. | Current and past financial statements | X | | |
| iv. | Personal financial statements of principals involved | | | X |
| v. | Financing requirements for the project | X | | |
| vi. | Total project cost | X | | |
| vii. | Completed Economic Development Program Application | X | | |
| viii. | Additional information requested by the program administrator | | | X |

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

IV. REVIEW OF EDS RECOMMENDATION

a. Has the EDS met to review the project? Yes, the EDS met on April 16, 2018 to review the project.
b. Has the EDS provided a recommendation to the program administrator? Yes, the EDS recommended approving a $180,000 loan.

V. REVIEW OF COUNCIL

a. Has the Norfolk City Council approved the project? Yes, the City Council approved the project on May 7, 2018.

VI. REVIEW OF LOAN The loan has not yet been made, but the following terms were approved by the City Council on May 7, 2018.

a. Is the interest rate at least half of prime rate on the date of loan approval? Yes, the loan interest rate is 2.375%.
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 The term of the note was not approved by the City Council; but it will be due when the job creation and retention requirements are met, or if not met, when they were required to be met for loan forgiveness. The business must create 30 new jobs by May 3, 2020 and retain those jobs for one year.
c. Does security for loans include a personal and/or corporate guarantee? This requirement was waived by the City Council.
d. Has a loan repayment schedule providing for monthly, quarterly or annual payments been approved in conjunction with project approval? This will be provided at loan closing.
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 verify job creation.
f. Is at most 99% of the loan forgivable? Yes, 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.

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?

# ZONING CHANGE
## APPLICATION-FORM A

1. Applicant's Name ~~Timothy E Brogan EIII~~ Eldorado Hills Community Association
2. Applicant's Address 110 N 16th St, Ste 22, Norfolk NE
3. Phone Numbers:

   Home _____ Business 644-7242 Cell _____
4. E-Mail Address tbrogan@frhs.org (TimBrogen) Jason Lammli
5. Contact other than applicant Chuck Olsen

   Phone 371-5511 Address 100 N 13th St, Ste 310, Norfolk
6. Current Zoning R-1 Requested Zoning O-D
7. Location of Property W Benjamin Ave
8. Legal Description see Attached

9. Property area 0.68 acres
10. Use of adjoining properties

    North R-1 Golf Course South R-3 clubhouse

    East O-D West R-1 Golf Course

Signature of Owner _____

Printed Name _____

or

Authorized Agent _____

Printed Name Timothy E. Brogen

E-Mail Address tbrogan@frhs.org

RECEIVED
MAY 17

Return Completed forms to: Norfolk Planning Commission; 309 N 5th Street; Norfolk, NE 68701



Rev. 05-2016

# ZONING CHANGE
## JUSTIFICATION - FORM B

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

   Parks & Recreation

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

   No

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

4. What is the reason for the zone change request?

   Purchase/sale add the Parcel to O-D zoned lot next to property

5. How would this zoning district conform with adjacent properties' zoning?

   It be O-D like the Property immediately adjacent

6. What is the general character of the area?

   ~~GB~~ golf ~~GOES~~ course and residential

7. Is adequate sewer and water available?

   yes

8. Does the change affect any proposed public projects?

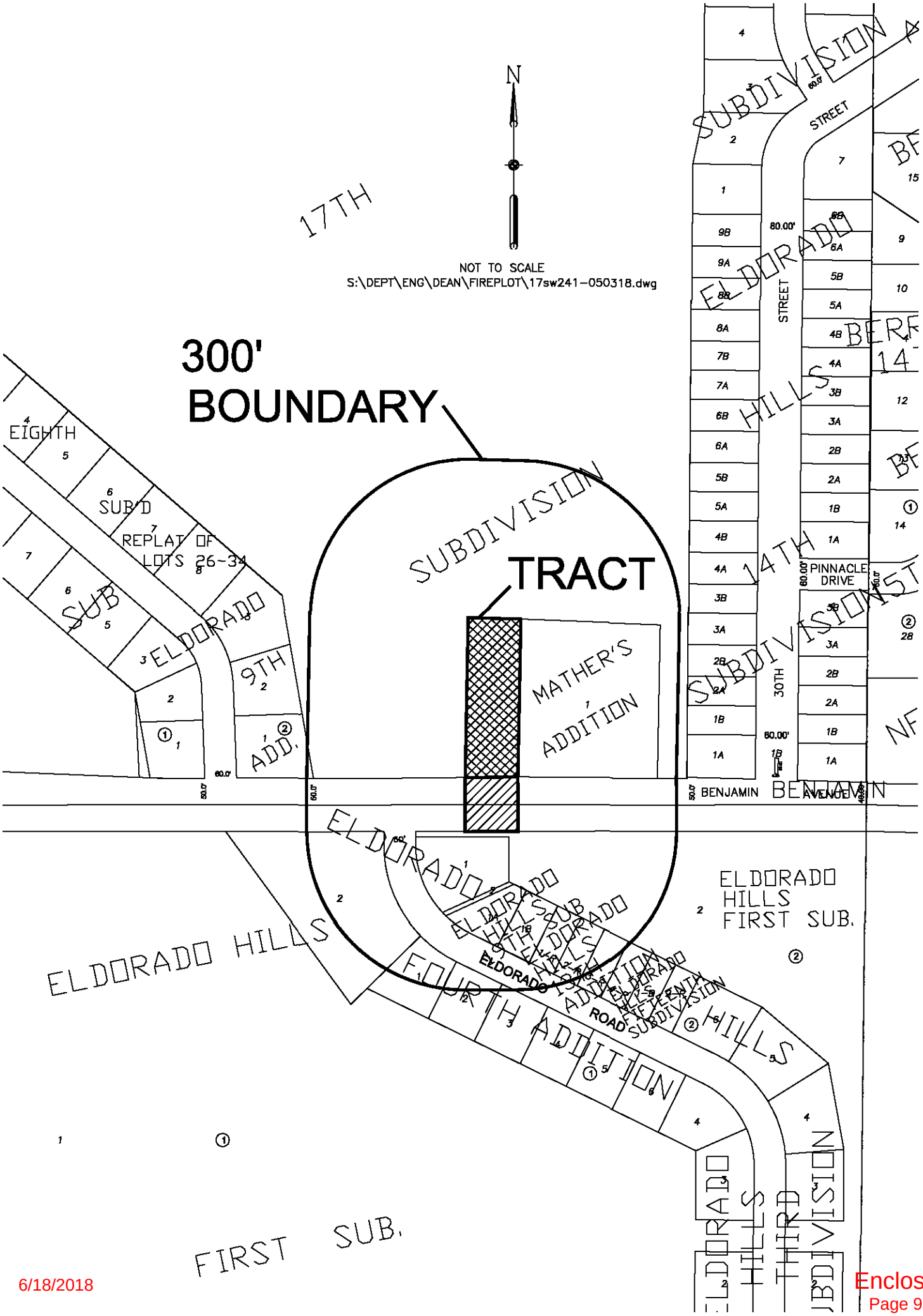
   No

# Exhibit A

Legal Description:

A tract of land located in Lot 2 of Eldorado Hills 17th Subdivision to the City of Norfolk, Madison County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Lot 1 of Mather's Addition to the City of Norfolk, Madison County, Nebraska; thence S 88°52'26" W on the South line of Lot 2 of Eldorado Hills 17th Subdivision to the City of Norfolk, 6.00 feet to the Southwest corner of the "Lot Boundary Change between Lots 1 and 2", said point being the Point of Beginning; thence S 88°52'26" W on said South line, 100.05 feet; thence N 00°36'20" E, 299.31 feet; thence S 88°54'02" E along the Westerly extension of the North line of said Lot 1, 100.00 feet to the Northwest corner of said Lot 1; thence S 00°36'20" W on the West line of said "Lot Boundary Change", 295.42 feet to the Point of Beginning, containing 0.68 Acres, more or less.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FOURTH ADDITION
ELDORADO
ROAD
ELDORADO
HILLS
THIRD
SUBDIVISION
FIRST SUB.
ELDORADO
HILLS
SUBDIVISION
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30TH
PINNACLE
DRIVE
BENJAMIN
AVENUE
80.00'
60.0'
50.0'

## Valerie Grimes

**From:**
**Sent:** Saturday, June 2, 2018 9:19 AM
**To:** vgrimes@ci.norfolk.ne.us
**Subject:** Rezoning

Rick and Kay Hubbard we are homeowners and part of the association. We are in favor of the zoning change for the Brogan/Calmwaters new building by the Eldorado hills golf course.

Sent from my Verizon, Samsung Galaxy smartphone

## Valerie Grimes

**From:**
**Sent:** Saturday, June 2, 2018 12:49 PM
**To:** vgrimes@ci.norfolk.ne.us
**Subject:** Sale of parcel of land by EHACA to Brogan/Calmwater

I will not be able to attend the hearing meeting Tuesday, May 5th but want to lend my support in the sale of this land to Brogan/Calmwater group.
Phyllis Hall, Eldorado Hills homeowner.

## Valerie Grimes

**From:**
**Sent:** Monday, June 4, 2018 4:55 PM
**To:** vgrimes@ci.norfolk.ne.us
**Subject:** Zoning Change Brogan/Calm Water Project

Val Grimes, Paul and I would like to voice our support of the zoning change for the property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street. We welcome the change from single Family Residential District to O-D (Office District). The planned building and business will only enhance the neighborhood we live in. The grounds are unsightly and with the proposed development by the Brogan / Calm Water project we look forward to the improvements and to having them for neighbors. Since most parties live in this area we are confident that the project will be thoughtfully executed for all parties involved. Thank you for your consideration. Paul and Becky Hughes 1306 N 30th Street.

City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.ci.norfolk.ne.us

June 5, 2018

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on June 5, 2018 at the request of Eldorado Hills Community Association to consider a zoning change from R-1 (Single Family Residential District) to O-D (Office District) on property generally located 1/3 mile east of the intersection of West Benjamin Avenue and North 37th Street.

The Planning Commission recommends approval of the request with an 8-0 vote.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

ORDINANCE NO. 5550

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

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

Section 1. That the R-1 (Single Family Residential District) zoning on the following described real estate:

> A tract of land located in Lot 2 of Mather's Addition to the City of Norfolk, Madison County, Nebraska, more particularly described as follows:
> Commencing at the Southwest corner of Lot 1 of Mather's Addition to the City of Norfolk, Madison County, Nebraska; thence S 88°52'26" W on the South line of Lot 2 of said Mather's Addition, 6.00 feet to the Southwest corner of the "Lot Boundary Change between Lots 1 and 2", said point being the Point of Beginning; thence S 88°52'26" W on said South line, 100.05 feet; thence N 00°36'20" E, 299.31 feet; thence S 88°54'02" E along the Westerly extension of the North line of said Lot 1, 100.00 feet to the Northwest corner of said Lot 1; thence S 00°36'20" W on the West line of said "Lot Boundary Change", 295.42 feet to the Point of Beginning, containing 0.68 Acres, more or less,

is hereby changed to O-D (Office District).

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

PASSED AND APPROVED this _____ day of _____, 2018.

_____
Josh Moenning, Mayor

ATTEST:

_____
Elizabeth A. Deck, City Clerk
(SEAL)

Approved as to form: _____
Clint Schukei, City Attorney

# ZONING CHANGE
## APPLICATION-FORM A

1. Applicant's Name Nucor Corporation, c/o Nucor Detailing Center
2. Applicant's Address 801 E Omaha Ave, Norfolk, NE 68701
3. Phone Numbers:

   Home n/a Business 402-844-2500 Cell n/a
4. E-Mail Address cindy.morrow@nucor.com
5. Contact other than applicant Roger Nadrchal

   Phone 402-379-3311 Address 213 S 1st St, Norfolk, NE 68701
6. Current Zoning Industrial Requested Zoning R-3
7. Location of Property East of extended Chestnut St, north of extended Michigan Ave
8. Legal Description See attached
9. Property area 15 acres, more or less
10. Use of adjoining properties

    North Residential South Industrial

    East River West Residential

Signature of Owner _____

Printed Name _____

or

Authorized Agent John Hollatz

Printed Name John Hollatz, Vice President

E-Mail Address JOHN.HOLLATZ@NUCOR.COM

RECEIVED
MAY 17

Return Completed forms to: Norfolk Planning Commission; 309 N 5th Street; Norfolk, NE 68701



Rev. 05-2016

# ZONING CHANGE
## JUSTIFICATION - FORM B

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

2. Does the zone change request require an amendment to the Comprehensive Plan?
   **No**

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

4. What is the reason for the zone change request?
   **Build multifamily residential units**

5. How would this zoning district conform with adjacent properties' zoning?
   **Matches north, east and west properties**

6. What is the general character of the area?
   **Residential - transition**

7. Is adequate sewer and water available?
   **Yes**

8. Does the change affect any proposed public projects?
   **No**

Exhibit A

Description of the Property

The following described real estate that lies North of Michigan Avenue and East of Chestnut Street as platted in the City of Norfolk, Nebraska, and recorded in Plat Cabinet 5, Page 114C in the Office of the Register of Deeds of Madison County, Nebraska (the "**Plat**"), and more particularly described as follows:

Lots 1, 2, and 3, Block 3, Nor-Park Industrial Area, an Addition to the City of Norfolk, Madison County, Nebraska, as shown on the Plat;

and

A tract of land lying wholly in Tax Lot 3 in the Northwest ¼ of the Southeast ¼ of Section 26, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, as shown on the Plat, and more particularly described as follows: Beginning at the Northwest Corner of Lot 1, lock 3, Nor-Park Industrial Area, an addition to the City of Norfolk, Madison County, Nebraska; thence N 00°07'44" E, along the Northerly extension of the East Right-of-Way of Chestnut Street, 138.68 feet to a point on the North line of Tax Lot 3; thence N 89°47'16" E, along the North line of said Tax Lot 3, 315.86 feet to a point where a witness corner was found on the Westerly bank of the North Fork of the Elkhorn River; thence continuing N 89°47'16" E, along the North line of said Tax Lot 3, 70 feet, more or less, to the center of the North Fork of the Elkhorn River; thence Southeasterly, along the centerline of the North Fork of the Elkhorn River to a point on the North line of said Lot 1; thence S 89°34'31" W, along the North line of said Lot 1, 109 feet, more or less, to a point where a witness corner was set on the Westerly bank of the North Fork of the Elkhorn River; thence continuing S 89°34'31" W, along the North line of said Lot 1, 357.58 feet to the point of beginning.

NOT TO SCALE
S:\DEPT\ENG\DEAN\FIREPLOT\26se241-042418.dwg

300' BOUNDARY

NORTH FORK ELKHORN RIVER

NOR-PARK INDUSTRIAL AREA

TRACT 1

TRACT 2

TRACT 3

Lot 1 Lot 2 Lot 3 Lot 4

Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7 Lot 8 Lot 9 Lot 10 Lot 11 Lot 12 Lot 13 Lot 14 Lot 15 Lot 16 Lot 17 Lot 18 Lot 19 Lot 20 Lot 21 Lot 22 Lot 23 Lot 24 Lot 25 Lot 26 Lot 27 Lot 28

Lot 29A Lot 29B Lot 30A Lot 30B Lot 31A LOT 31B Lot 32A Lot 32B Lot 33A Lot 33B Lot 34A Lot 34B Lot 35A Lot 35B Lot 36A Lot 36B Lot 37A Lot 37B Lot 38A Lot 38B Lot 39A Lot 39B

FERGUSON STREET

AVENUE

MICHIGAN

City of Norfolk NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.ci.norfolk.ne.us

June 5, 2018

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on June 5, 2018 at the request of Nucor Corporation to consider a zoning change from I-1 (Light Industrial District) to R-3 (Multiple Family Residential District) on property generally located 1/4 mile north of the intersection of Chestnut Street and East Omaha Avenue

The Planning Commission recommends approval of the request with an 8-0 vote.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

ORDINANCE NO. 5551

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

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

Section 1. That the I-1 (Light Industrial District) zoning on the following described real estate:

Lots 1, 2, and 3, Block 3, Nor-Park Industrial Area, an Addition to the City of Norfolk, Madison County, Nebraska, as shown on the Plat;
and
A tract of land lying wholly in Tax Lot 3 in the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 24 North, Range I West of the 6th P.M., Madison County, Nebraska, as shown on the Plat, and more particularly described as follows:
Beginning at the Northwest Corner of Lot I, block 3, Nor-Park Industrial Area, an addition to the City of Norfolk, Madison County, Nebraska; thence N 00°07'44" E, along the Northerly extension of the East Right-of-Way of Chestnut Street, 138.68 feet to a point on the North line of Tax Lot 3; thence N 89°47' 16" E, along the North line of said Tax Lot 3, 315.86 feet to a point where a witness corner was found on the Westerly bank of the North Fork of the Elkhorn River; thence continuing N 89°47' 16" E, along the North line of said Tax Lot 3, 70 feet, more or less, to the center of the North Fork of the Elkhorn River; thence Southeasterly, along the centerline of the North Fork of the Elkhorn River to a point on the North line of said Lot 1; thence S 89°34' 31" W, along the Nm1h line of said Lot 1, 109 feet, more or less, to a point where a witness corner was set on the Westerly bank of the Not1h Fork of the Elkhorn River; thence continuing S 89°34' 31" W, along the North line of said Lot 1, 357.58 feet to the point of beginning,

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

_____
Josh Moenning, Mayor

ATTEST:

_____
Elizabeth A. Deck, City Clerk
(SEAL)

Approved as to form: _____
Clint Schukei, City Attorney

DP
MANAGEMENT, LLC
LEASING, SALES & DEVELOPMENT

March 29, 2018

Steve Rames
Public Works Director
309 North 5th Street
Norfolk, NE 68107

Dear Steve,

We have completed and attached the survey of the land we have under contract with Connie and Dan Geary for multi-family use. I have spoken with Mr. Geary and he gives his consent to move forward with annexation.

The proposed project is the redevelopment of the property providing 160 units of multi-family use. The development project will only be feasible and will only move forward if Tax Increment Financing (TIF) is available to help defray costs related to land preparation, utility infrastructure, streets and other TIF eligible expenses.

The subject property is currently outside of the Norfolk City limits. Please consider this as our official request for the property to be annexed by the City of Norfolk.

The reason for requested annexation is twofold. First, we want to be an integral part of the City of Norfolk and believe there is no better way to show this than to request voluntary annexation. Secondly, TIF funds are only available within the corporate limits of a municipality.

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

Sincerely,

Josh Vickery
Development Manager
DP-Management, LLC
402-493-2800
jvickery@dp-mgmt.com

City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.ci.norfolk.ne.us

# CONSENT STATEMENT

I (We) the undersigned hereby designate and appoint Josh Vickery to represent me (us) for the:

- [ ] Conditional Use Permit
- [x] Zone change
- [ ] Subdivision platting
- [ ] Other_____

On the following property:

Survey with description of property attached.

I (We) further certify that, except as set forth below, I (we) have no knowledge of any other person(s) who have an ownership, encumbrance, interest, mortgage, lien interest or any restriction in said property through any instrument or contract not of public record. The names, addresses, and descriptions of the interest of any party having any ownership interest or restriction is as follows:

| Name | Address | Description of Interest |
|---|---|---|
| Connie J Geary | 311 W Norfolk Ave | Owner |
| Daniel E Geary | 311 W Norfolk Ave | Owner |

Signature of Owner

Daniel E Geary
Printed Name of Owner

Signature of Owner

Connie J. Geary
Printed Name of Owner

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701

ORDINANCE NO. 5548

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A TRACT OF LAND LYING WHOLLY IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., 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 LYING WHOLLY IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, NEBRASKA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Legal Description of Property as per Deed:

A tract of land lying wholly in the Northwest ¼ of the Southwest ¼ of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, which is more particularly described as follows:

Beginning at a point which is 393.0 feet South of the West ¼ corner of said Section 25;
thence South along the West line of said Section 25 to the Southwest corner of the NW ¼ SW ¼ of said Section 25;
thence East along the South line of said NW ¼ SW ¼ of said Section 25, to the Southeast corner of said NW ¼ SW ¼ of said Section 25;
thence North along the East line of said NW ¼ SW ¼ of said Section 25, to the point where said East line intersects with the Southwesterly right-of-way line of U.S. Highway 275;
thence in a Northwesterly direction along said Southwesterly right-of-way line to a point on said right-of-way line which is 598.6 feet directly East of the point of beginning;
thence West 598.6 feet to the point of beginning;
Except part conveyed to the State of Nebraska Department of Roads for highway purposes
AND EXCEPT the West 33.0 feet thereof.

And

Legal Description of Highway Right-of-way:
A tract of land lying wholly in the North ½ of the Southwest ¼ of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Commencing at the West ¼ corner of said Section 25;
thence South, on section line, on an assumed bearing of South 01 degrees 48 minutes 05 seconds East 393.00 feet;
thence North 87 degrees 56 minutes East 487.30 feet;
thence North 87 degrees 57 minutes 44 seconds East 87.02 feet to the point of beginning;
thence continuing North 87 degrees 57 minutes 44 seconds East 232.86 feet to a point on the Easterly right-of-way of Highway #35;
thence South 42 degrees 14 minutes 28 seconds East, on said Easterly right-of-way of Highway #35, 795.90 feet to a point on the East line of the Northwest ¼ of the Southwest ¼ of said Section 25;
thence North 01 degrees 50 minutes 04 seconds West, on said East line of the Northwest ¼ of the Southwest ¼ of said Section and on said Easterly right-of-way of Highway #35, 161.52 feet (field calculated 158.94 feet);
thence South 89 degrees 58 minutes 06 seconds East, on said Easterly right-of-way of Highway #35, 118.13 feet (field calculated 120.55 feet);
thence South 41 degrees 33 minutes 38 seconds East, on said Easterly right-of-way of Highway #35, 202.38 feet;
thence South 06 degrees 43 minutes 56 seconds East, on said Easterly right-of-way of Highway #35, 86.43 feet;
thence South 15 degrees 04 minutes 41 seconds West, on said Easterly right-of-way of Highway #35, 89.27 feet;
thence South 23 degrees 12 minutes 27 seconds East, on said Easterly right-of-way of Highway #35, 161.51 feet;
thence South 88 degrees 02 minutes 58 seconds West 290.10 feet to the Center 1/16th corner of the Southwest ¼;
thence South 87 degrees 57 minutes 05 seconds West, on the South line of the Northwest ¼ of the Southwest ¼ of said Section 25, 259.61 feet;
thence North 40 degrees 01 minutes 38 seconds West, on the Westerly right-of-way of Highway #35, 113.95 feet;
thence North 49 degrees 39 minutes 15 seconds East, on said Westerly right-of-way of Highway #35, 174.15 feet;
thence North 31 degrees 32 minutes 21 seconds West, on said Westerly right-of-way of Highway #35, 70.84 feet;
thence North 39 degrees 39 minutes 01 seconds West, on said Westerly right-of-way of Highway #35, 850.06 feet (field measured 847.81 feet) to the point of beginning.

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:

_____ _____

Elizabeth A. Deck, City Clerk Josh Moenning, Mayor

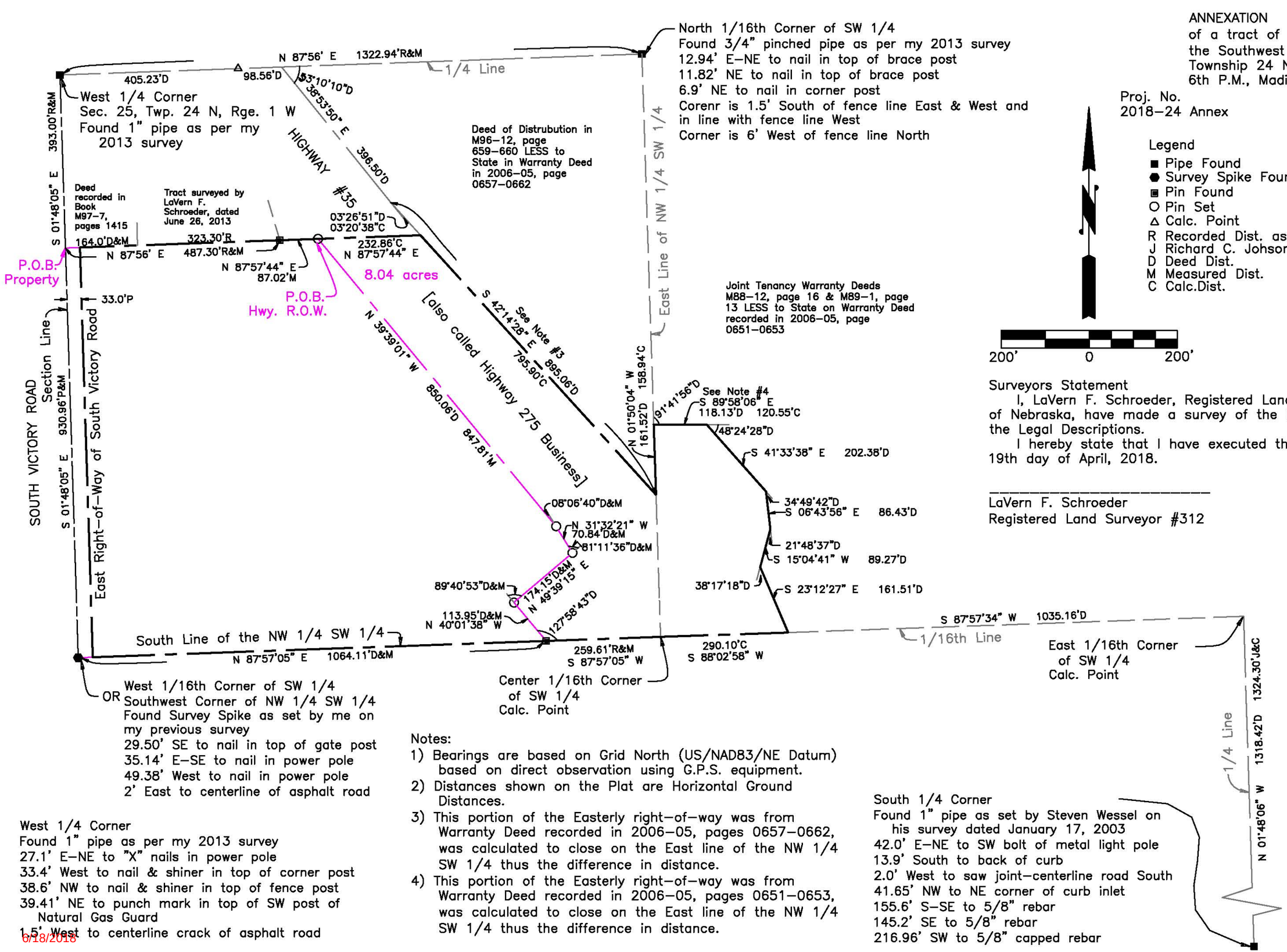
(S E A L)

Approved as to form: _____

Clint Schukei, City Attorney

ANNEXATION
of a tract of land in the North 1/2 of the Southwest 1/4 of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

Proj. No.
2018–24 Annex




Legend
- ■ Pipe Found
- ⬢ Survey Spike Found
- ▣ Pin Found
- ○ Pin Set
- △ Calc. Point
- R Recorded Dist. as per my previous surveys
- J Richard C. Johson's Dist.
- D Deed Dist.
- M Measured Dist.
- C Calc.Dist.

200' 0 200'

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of the Property described in the Legal Descriptions.

I hereby state that I have executed this instrument on this 19th day of April, 2018.

_____
LaVern F. Schroeder
Registered Land Surveyor #312

Notes:
1) Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment.
2) Distances shown on the Plat are Horizontal Ground Distances.
3) This portion of the Easterly right–of–way was from Warranty Deed recorded in 2006–05, pages 0657–0662, was calculated to close on the East line of the NW 1/4 SW 1/4 thus the difference in distance.
4) This portion of the Easterly right–of–way was from Warranty Deed recorded in 2006–05, pages 0651–0653, was calculated to close on the East line of the NW 1/4 SW 1/4 thus the difference in distance.

West 1/4 Corner
Found 1" pipe as per my 2013 survey
27.1' E–NE to "X" nails in power pole
33.4' West to nail & shiner in top of corner post
38.6' NW to nail & shiner in top of fence post
39.41' NE to punch mark in top of SW post of Natural Gas Guard
1.5' West to centerline crack of asphalt road

South 1/4 Corner
Found 1" pipe as set by Steven Wessel on his survey dated January 17, 2003
42.0' E–NE to SW bolt of metal light pole
13.9' South to back of curb
2.0' West to saw joint–centerline road South
41.65' NW to NE corner of curb inlet
155.6' S–SE to 5/8" rebar
145.2' SE to 5/8" rebar
216.96' SW to 5/8" capped rebar

ANNEXATION
of a tract of land in the North 1/2 of the Southwest 1/4 of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

Legal Description of Property as per Deed:

A tract of land lying wholly in the Northwest ¼ of the Southwest ¼ of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, which is more particularly described as follows:

Beginning at a point which is 393.0 feet South of the West ¼ corner of said Section 25;
thence South along the West line of said Section 25 to the Southwest corner of the NW ¼ SW ¼ of said Section 25;
thence East along the South line of said NW ¼ SW ¼ of said Section 25, to the Southeast corner of said NW ¼ SW ¼ of said Section 25;
thence North along the East line of said NW ¼ SW ¼ of said Section 25, to the point where said East line intersects with the Southwesterly right–of–way line of U.S. Highway 275;
thence in a Northwesterly direction along said Southwesterly right–of–way line to a point on said right–of–way line which is 598.6 feet directly East of the point of beginning;
thence West 598.6 feet to the point of beginning;
Except part conveyed to the State of Nebraska Department of Roads for highway purposes
AND EXCEPT the West 33.0 feet thereof.

Legal Description of Highway Right–of–way:

A tract of land lying wholly in the North ½ of the Southwest ¼ of Section 25, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Commencing at the West ¼ corner of said Section 25;
thence South, on section line, on an assumed bearing of South 01 degrees 48 minutes 05 seconds East 393.00 feet;
thence North 87 degrees 56 minutes East 487.30 feet;
thence North 87 degrees 57 minutes 44 seconds East 87.02 feet to the point of beginning;
thence continuing North 87 degrees 57 minutes 44 seconds East 232.86 feet to a point on the Easterly right–of–way of Highway #35;
thence South 42 degrees 14 minutes 28 seconds East, on said Easterly right–of–way of Highway #35, 795.90 feet to a point on the East line of the Northwest ¼ of the Southwest ¼ of said Section 25;
thence North 01 degrees 50 minutes 04 seconds West, on said East line of the Northwest ¼ of the Southwest ¼ of said Section and on said Easterly right–of–way of Highway #35, 161.52 feet (field calculated 158.94 feet);
thence South 89 degrees 58 minutes 06 seconds East, on said Easterly right–of–way of Highway #35, 118.13 feet (field calculated 120.55 feet);
thence South 41 degrees 33 minutes 38 seconds East, on said Easterly right–of–way of Highway #35, 202.38 feet;
thence South 06 degrees 43 minutes 56 seconds East, on said Easterly right–of–way of Highway #35, 86.43 feet;
thence South 15 degrees 04 minutes 41 seconds West, on said Easterly right–of–way of Highway #35, 89.27 feet;
thence South 23 degrees 12 minutes 27 seconds East, on said Easterly right–of–way of Highway #35, 161.51 feet;
thence South 88 degrees 02 minutes 58 seconds West 290.10 feet to the Center 1/16th corner of the Southwest ¼;
thence South 87 degrees 57 minutes 05 seconds West, on the South line of the Northwest ¼ of the Southwest ¼ of said Section 25, 259.61 feet;
thence North 40 degrees 01 minutes 38 seconds West, on the Westerly right–of–way of Highway #35, 113.95 feet;
thence North 49 degrees 39 minutes 15 seconds East, on said Westerly right–of–way of Highway #35, 174.15 feet;
thence North 31 degrees 32 minutes 21 seconds West, on said Westerly right–of–way of Highway #35, 70.84 feet;
thence North 39 degrees 39 minutes 01 seconds West, on said Westerly right–of–way of Highway #35, 850.06 feet (field measured 847.81 feet) to the point of beginning.

ORDINANCE NO. 5552

AN ORDINANCE CREATING SANITARY SEWER EXTENSION DISTRICT NO. 249 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska; hereby find and determine that it is necessary and advisable to extend the sanitary sewer service to beyond the existing system by the construction of sanitary sewer mains, together with the necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Sanitary Sewer Extension District No. 249 of the City.

Section 2. That the Sanitary Sewer Extension District No. 249 in which it is proposed to make special assessments shall include the following property, to-wit:

Lots 1 through 17, Block 1, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska.

Outlot 1, Block 1, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Lots 1 through 7, Block 2, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska.

Outlot 2, Block 2, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Lots 1 through 3, Block 3, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Unplatted Area 1:
A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S02°00'00"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 662.51 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY THE CITY OF NORFOLK, RECORDED ON DECEMBER 28, 2016 IN BOOK 2016, PAGE 05829, FILED AT THE REGISTER OF DEEDS MADISON COUNTY, NEBRASKA; THENCE S87°33'00"W, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 448.66 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S87°33'00"W A DISTANCE OF 516.04 FEET; THENCE N04°18'14"W A DISTANCE OF 248.26 FEET; THENCE N71°38'12"E A DISTANCE OF 287.15; THENCE N59°53'23"E A DISTANCE OF 147.22 FEET; THENCE S19°11'04"E A DISTANCE OF 61.06 FEET; THENCE S16°48'11"E A DISTANCE OF 172.00 FEET; THENCE S21°04'17"E A DISTANCE OF 179.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 147586.28 SQUARE FEET OR 3.39 ACRES MORE OR LESS.

Unplatted Area 2:
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN

SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S87°32'05"W A DISTANCE OF 170.92 FEET; THENCE S76°21'01"W A DISTANCE OF 163.10 FEET; THENCE S22°02'08"E A DISTANCE OF 193.20 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S70°55'55"W A DISTANCE OF 132.03 FEET; THENCE S75°59'37"W A DISTANCE OF 60.62 FEET; THENCE S65°46'15"W A DISTANCE OF 112.36 FEET; THENCE N28°50'46"W A DISTANCE OF 145.28 FEET; TO A POINT OF CURVATURE; THENCE ALONG A 1830 FOOT RADIUS CURVE TO THE LEFT WITH A CORD BEARING OF N71°48'19"E HAVING A CORD DISTANCE OF 322.11 FEET; THENCE S22°02'08"E A DISTANCE OF 133.69 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 43933.73 SQUARE FEET OR 1.01 ACRES MORE OR LESS.

Unplatted Area 3:
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S87°32'05"W A DISTANCE OF 170.92 FEET; THENCE S76°21'01"W A DISTANCE OF 163.10 FEET; THENCE N22°02'08"W A DISTANCE OF 60.18 FEET; THENCE S70°55'55"W A DISTANCE OF 132.03 FEET; THENCE S75°59'37"W A DISTANCE OF 60.62 FEET; THENCE S65°46'15"W A DISTANCE OF 112.36 FEET; THENCE N23°23'09"W A DISTANCE OF 269.50 FEET; THENCE N87°44'55"E A DISTANCE OF 738.27 FEET, TO A POINT ON WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S02°15'05"E, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 182.54 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 137679.97 SQUARE FEET OR 3.16 ACRES MORE OR LESS.

See Exhibit “A”.

Section 3. The sewer to be constructed in said District shall be a 8-inch PVC sanitary sewer along with manholes and other appurtenances located in part of the Southeast ¼ of the

Northeast ¼ and part of Tax Lot 1 in the Northeast ¼ of the Southeast ¼ all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Section 4. The sanitary sewer extensions in the Sanitary Sewer Extension District set out above be, and the same hereby are, ordered constructed, and the plans and specifications which have been prepared by Olsson Associates together with the Engineer's estimate of cost in the amount of $170,000 for the construction of the above sanitary sewer extensions, which are on file with the City Clerk, are hereby approved and the Clerk is instructed to cause notice to bidders to be published as provided by law for receiving bids. It is hereby found and determined that none of the properties included within the foregoing District are served by the existing sewer system of the City and that the land included within the District is located in the City or within the extra territorial zoning jurisdiction of the City. The cost of such sanitary sewer extension shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

ATTEST:

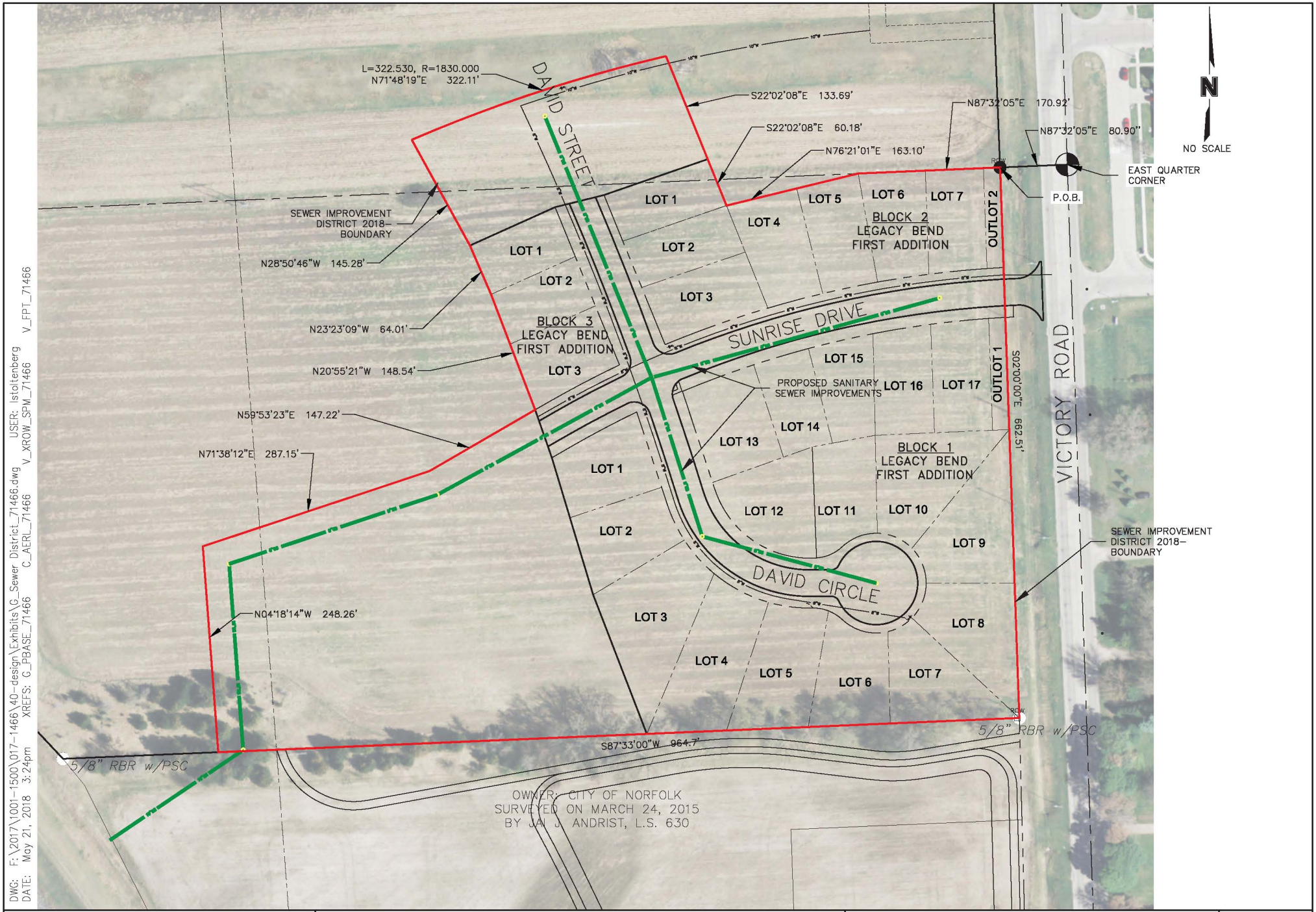
_____ _____

Elizabeth A, Deck, City Clerk Josh Moenning, Mayor

(S E A L)

Approved as to form: _____

Clint Schukei, City Attorney




DWG: F:\2017\1001-1500\017-1466\40-design\Exhibits\G_Sewer District_71466.dwg USER: lstoltenberg
DATE: May 21, 2018 3:24pm XREFS: G_PBASE_71466 C_AERL_71466 V_XROW_SPM_71466 V_FPT_71466

| | | | |
|---|---|---|---|
| PROJECT NO: 2017-1466 | SEWER IMPROVEMENT DISTRICT 2018- LEGACY BEND FIRST ADDITION | OLSSON ASSOCIATES | EXHIBIT |
| DRAWN BY: AET | | 201 East 2nd Street<br>P.O. Box 1072<br>Grand Island, NE 68802-1072<br>TEL 308.384.8750<br>FAX 308.384.8752 | A |
| DATE: 05-21-2018 | | | |

ORDINANCE NO. 5553

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 120 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska; hereby find and determine that it is necessary and advisable to extend the municipal water service to beyond the existing system by the construction of water mains, together with the necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Water Extension District No. 120 of the City pursuant to Section 19-2401 et. seq. of the Nebraska Revised Statutes of 1943, as amended.

Section 2. That the Water Extension District No. 120 in which it is proposed to make special assessments shall include the following property, to-wit:

Lots 1 through 17, Block 1, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska.

Outlot 1, Block 1, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Lots 1 through 7, Block 2, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska.

Outlot 2, Block 2, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Lots 1 through 3, Block 3, Legacy Bend First Addition, a tract of land located in part of the SE ¼ of the NE 1/4, part of Tax Lot 1 in the NE ¼ SE ¼, all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Norfolk, Madison County, Nebraska

Unplatted Area 1:
A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S02°00'00"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 662.51 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY THE CITY OF NORFOLK, RECORDED ON DECEMBER 28, 2016 IN BOOK 2016, PAGE 05829, FILED AT THE REGISTER OF DEEDS MADISON COUNTY, NEBRASKA; THENCE S87°33'00"W, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 448.66 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S87°33'00"W A DISTANCE OF 516.04 FEET; THENCE N04°18'14"W A DISTANCE OF 248.26 FEET; THENCE N71°38'12"E A DISTANCE OF 287.15; THENCE N59°53'23"E A DISTANCE OF 147.22 FEET; THENCE S19°11'04"E A DISTANCE OF 61.06 FEET; THENCE S16°48'11"E A DISTANCE OF 172.00 FEET; THENCE S21°04'17"E A DISTANCE OF 179.50 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 147586.28 SQUARE FEET OR 3.39 ACRES MORE OR LESS.

Unplatted Area 2:
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S87°32'05"W A DISTANCE OF 170.92 FEET; THENCE S76°21'01"W A DISTANCE OF 163.10 FEET; THENCE S22°02'08"E A DISTANCE OF 193.20 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S70°55'55"W A DISTANCE OF 132.03 FEET; THENCE S75°59'37"W A DISTANCE OF 60.62 FEET; THENCE S65°46'15"W A DISTANCE OF 112.36 FEET; THENCE N28°50'46"W A DISTANCE OF 145.28 FEET; TO A POINT OF CURVATURE; THENCE ALONG A 1830 FOOT RADIUS CURVE TO THE LEFT WITH A CORD BEARING OF N71°48'19"E HAVING A CORD DISTANCE OF 322.11 FEET; THENCE S22°02'08"E A DISTANCE OF 133.69 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 43933.73 SQUARE FEET OR 1.01 ACRES MORE OR LESS.

Unplatted Area 3:
A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) AND PART OF TAX LOT ONE (1) IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4) ALL IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER (E1/4) CORNER OF SECTION 23-T24N-R1W; THENCE ON AN ASSUMED BEARING OF S87°32'05"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 23, A DISTANCE OF 80.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF VICTORY ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S87°32'05"W A DISTANCE OF 170.92 FEET; THENCE S76°21'01"W A DISTANCE OF 163.10 FEET; THENCE N22°02'08"W A DISTANCE OF 60.18 FEET; THENCE S70°55'55"W A DISTANCE OF 132.03 FEET; THENCE S75°59'37"W A DISTANCE OF 60.62 FEET; THENCE S65°46'15"W A DISTANCE OF 112.36 FEET; THENCE N23°23'09"W A DISTANCE OF 269.50 FEET; THENCE N87°44'55"E A DISTANCE OF 738.27 FEET, TO A POINT ON WEST RIGHT-OF-WAY LINE OF VICTORY ROAD; THENCE S02°15'05"E, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 182.54 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 137679.97 SQUARE FEET OR 3.16 ACRES MORE OR LESS.

See Exhibit “A”.

Section 3. The size, location and terminal points of water mains in said District are as follows, to wit:

A 8-inch PVC water main together with necessary appurtenances located in part of the Southeast ¼ of the Northeast ¼ and part of Tax Lot 1 in the Northeast ¼ of the Southeast ¼

all in Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Section 4. The water extensions in the Water Extension District set out above be, and the same hereby are, ordered constructed, and the plans and specifications which have been prepared by Olsson Associates together with the Engineer's estimate of cost in the amount of $170,000 for the construction of the above water extensions, which are on file with the City Clerk, are hereby approved and the Clerk is instructed to cause notice to bidders to be published as provided by law for receiving bids. It is hereby found and determined that none of the properties included within the foregoing District are served by the existing water system of the City and that the land included within the District is located in the City or within the extra territorial zoning jurisdiction of the City. The cost of such water extension shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

ATTEST:

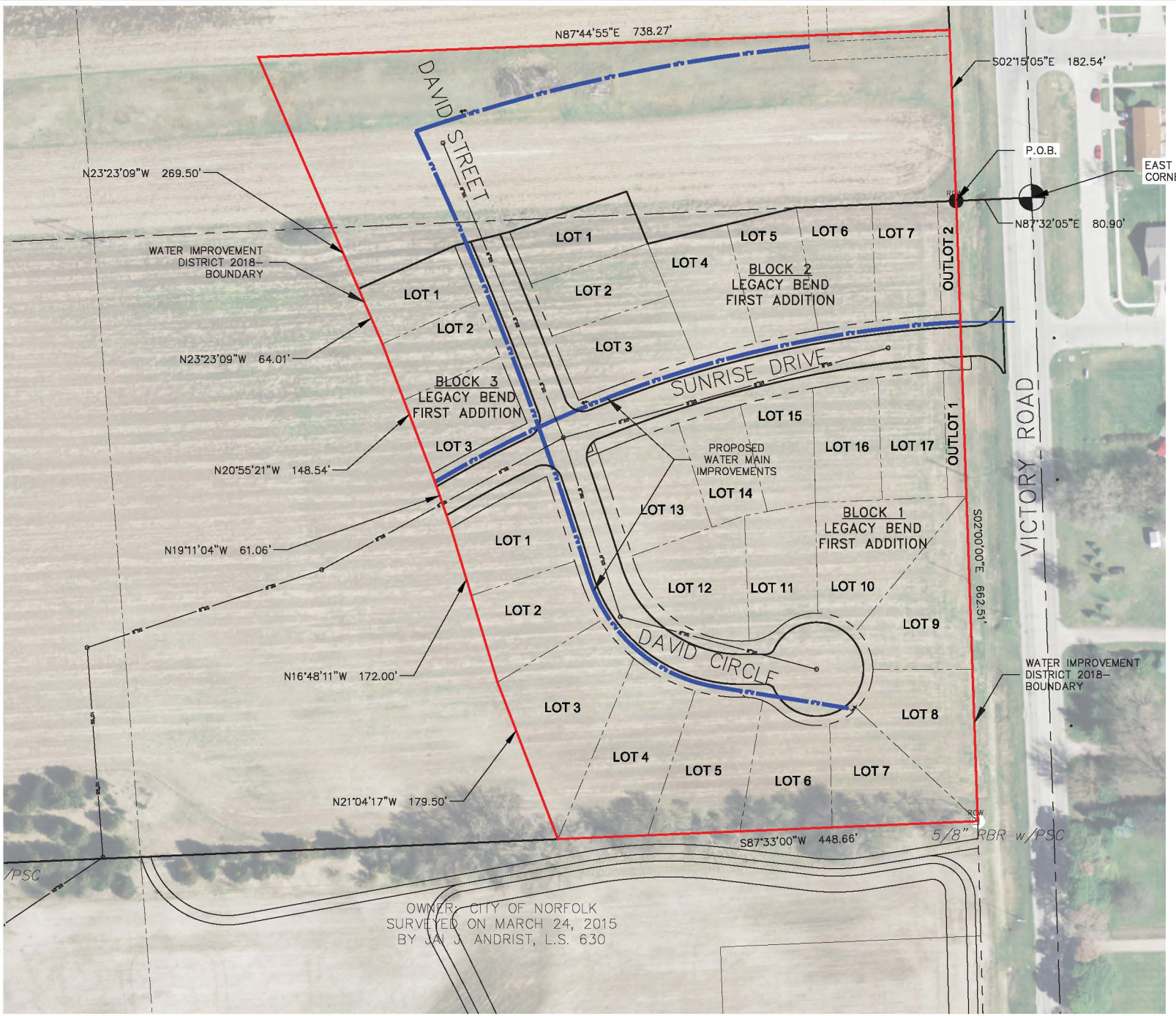
_____ _____

Elizabeth A, Deck, City Clerk Josh Moenning, Mayor

(S E A L)

Approved as to form: _____

Clint Schukei, City Attorney




DWG: F:\2017\1001-1500\017-1466\40-design\Exhibits\G_Water District_71466.dwg USER: lstoltenberg
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| | |
|---|---|
| PROJECT NO: | 2017-1466 |
| DRAWN BY: | AET |
| DATE: | 05-21-2018 |

# WATER IMPROVEMENT DISTRICT 2018- LEGACY BEND FIRST ADDITION

OLSSON ASSOCIATES
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

EXHIBIT A

Midwest Bank

June 8, 2018

Mr. Steve Ramos,
Public Works Director
309 North 5th Street
Norfolk, NE 68701

Dear Steve:

We have completed the surveying of our land for Midwest Bank Development at the Southwest quadrant of Highway 275 bypass and 25th Street.

The proposed project is the development of the property providing for office buildings. The subject properties are currently outside of the Norfolk City limits. (See attached Exhibit A) Please consider this as our official request for the properties to be annexed by the City of Norfolk.

We want to be an integral part of the City of Norfolk and believe there is no better way to show this than to request voluntary annexation.

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

Sincerely,

Pat D. Hughes

Pat Hughes
Market President
Midwest Bank
(402)371-5200
pat.hughes@midwestbank.com

EXHIBIT A

TRACT DESCRIPTION – ANNEXATION

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SEC. 29-T24N-R1W; THENCE ON AN ASSUMED BEARING OF N88'05'54"E A DISTANCE OF 1336.64 FEET; THENCE N01'47'24"W A DISTANCE OF 1322.00 FEET TO THE POINT OF BEGINNING; THENCE N01'48'55"W A DISTANCE OF 508.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 275, ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 13'35'03", A RADIUS OF 1809.96 FEET, A CHORD BEARING OF S59'37'13"E A CHORD DISTANCE OF 428.12 FEET; THENCE S54'14'34"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 393.22 FEET; THENCE S48'27'02"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 103.26 FEET; THENCE S01'45'21"E A DISTANCE OF 30.13 FEET; THENCE S88'07'58"W A DISTANCE OF 669.73 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 195,709.05 SQUARE FEET OR 4.493 ACRES MORE OR LESS.

LEGAL DESCRIPTION – TRACT D

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29). TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SEC.29-T24N-R1W; THENCE ON AN ASSUMED BEARING OF N88'05'54"E A DISTANCE OF 1336.64 FEET; THENCE N88'08'57"E A DISTANCE OF 669.10 FEET; THENCE N01'47'38"W A DISTANCE OF 404.98 FEET TO A POINT OF CURVATURE, AND THE POINT OF BEGINNING; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 75'04'07", HAVING A RADIUS OF 230.00 FEET, AND A CHORD BEARING N01'45'51"W A CHORD DISTANCE OF 280.25 FEET; THENCE S01'45'51"E A DISTANCE OF 280.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 9097.77 SQUARE FEET OR 0.209 ACRES MORE OR LESS.

ORDINANCE NO. 5554

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., 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 PART OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TRACT DESCRIPTION – ANNEXATION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY–NINE (29), TOWNSHIP TWENTY–FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29–T24N–R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N01°47'24"W A DISTANCE OF 1322.00 FEET TO THE POINT OF BEGINNING; THENCE N01°48'55"W A DISTANCE OF 508.54 FEET TO A POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF HIGHWAY 275, ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 13°35'03", A RADIUS OF 1809.96 FEET, A CHORD BEARING OF S59°37'13"E A CHORD DISTANCE OF 428.12 FEET; THENCE S54°14'34"E, ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 293.22 FEET; THENCE S48°27'02"E, ALONG SAID SOUTHERLY RIGHT–OF–WAY LINE, A DISTANCE OF 103.26 FEET; THENCE S01°45'21"E A DISTANCE OF 30.13 FEET; THENCE S88°07'58"W A DISTANCE OF 669.73 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 195,709.05 SQUARE FEET OR 4.493 ACRES MORE OR LESS.

And

**TRACT DESCRIPTION – REZONING AND ANNEXATION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY–NINE (29), TOWNSHIP TWENTY–FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29–T24N–R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N01°47'28"W A DISTANCE OF 770.74 FEET TO THE POINT OF BEGINNING; THENCE N01°47'18"W A DISTANCE OF 551.46 FEET; THENCE N88°07'58"E A DISTANCE OF 669.73 FEET; THENCE S01°45'05"E A DISTANCE OF 550.94 FEET; THENCE S88°05'17"W A DISTANCE OF 669.37 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 369,056.15 SQUARE FEET OR 8.472 ACRES MORE OR LESS.

And

**TRACT D DESCRIPTION – ANNEXATION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY–NINE (29), TOWNSHIP TWENTY–FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29–T24N–R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N88°08'57"E A DISTANCE OF 669.10 FEET; THENCE N01°47'36"W A DISTANCE OF 404.98 FEET TO A POINT OF CURVATURE, AND THE POINT OF BEGINNING; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 75°04'07", HAVING A RADIUS OF 230.00 FEET, AND A CHORD BEARING N01°45'51"W A CHORD DISTANCE OF 280.25 FEET; THENCE S01°45'51"E A DISTANCE OF 280.25 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 9097.77 SQUARE FEET OR 0.209 ACRES MORE OR LESS.

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:

_____ _____

Elizabeth A. Deck, City Clerk Josh Moenning, Mayor

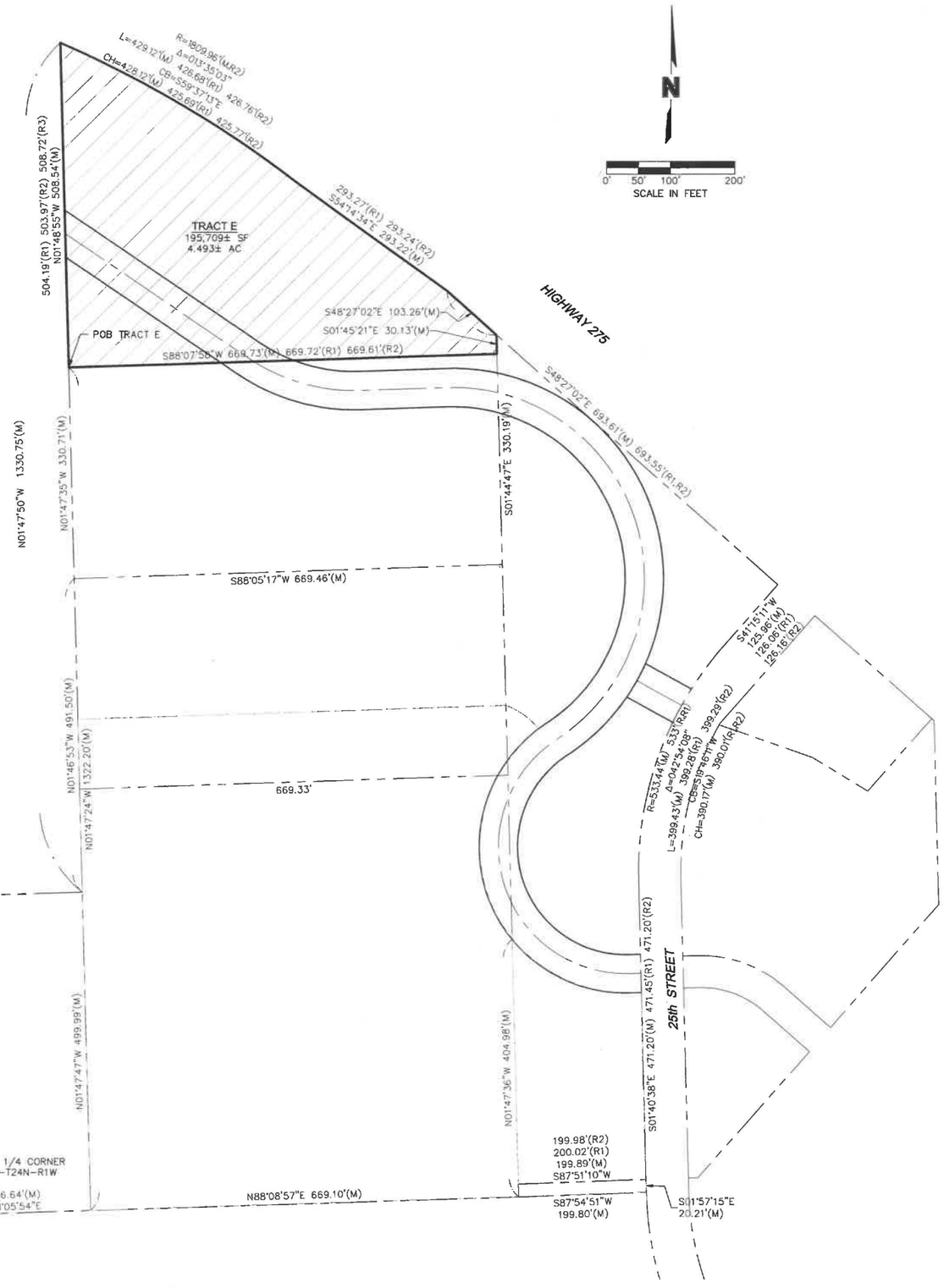
(S E A L)

Approved as to form: _____

Clint Schukei, City Attorney

Exhibit "A"

Page 1 of 3




## TRACT DESCRIPTION – ANNEXATION

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29-T24N-R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N01°47'24"W A DISTANCE OF 1322.00 FEET TO THE POINT OF BEGINNING; THENCE N01°48'55"W A DISTANCE OF 508.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 275, ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 13°35'03", A RADIUS OF 1809.96 FEET, A CHORD BEARING OF S59°37'13"E A CHORD DISTANCE OF 428.12 FEET; THENCE S54°14'34"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 293.22 FEET; THENCE S48°27'02"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 103.26 FEET; THENCE S01°45'21"E A DISTANCE OF 30.13 FEET; THENCE S88°07'58"W A DISTANCE OF 669.73 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 195,709.05 SQUARE FEET OR 4.493 ACRES MORE OR LESS.

**LEGEND**

- SECTION CORNER
- SECTION LINE
- ANNEXATION LINE
- EXISTING PROPERTY LINE
- M MEASURED DISTANCE
- TRACT E- ANNEXATION


OLSSON ASSOCIATES
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| REV. NO. | DATE | REVISIONS DESCRIPTION |
|---|---|---|
| | | REVISIONS |

ANNEXATION SURVEY

BECKENHAUER CONSTRUCTION
MIDWEST BANK

NORFOLK, NEBRASKA

2018

drawn by: JMJ
checked by: DZ
approved by: JJA
QA/QC by:
project no.: 2017-2521
drawing no.:
date: 04.03.2018

SHEET
1 of 1

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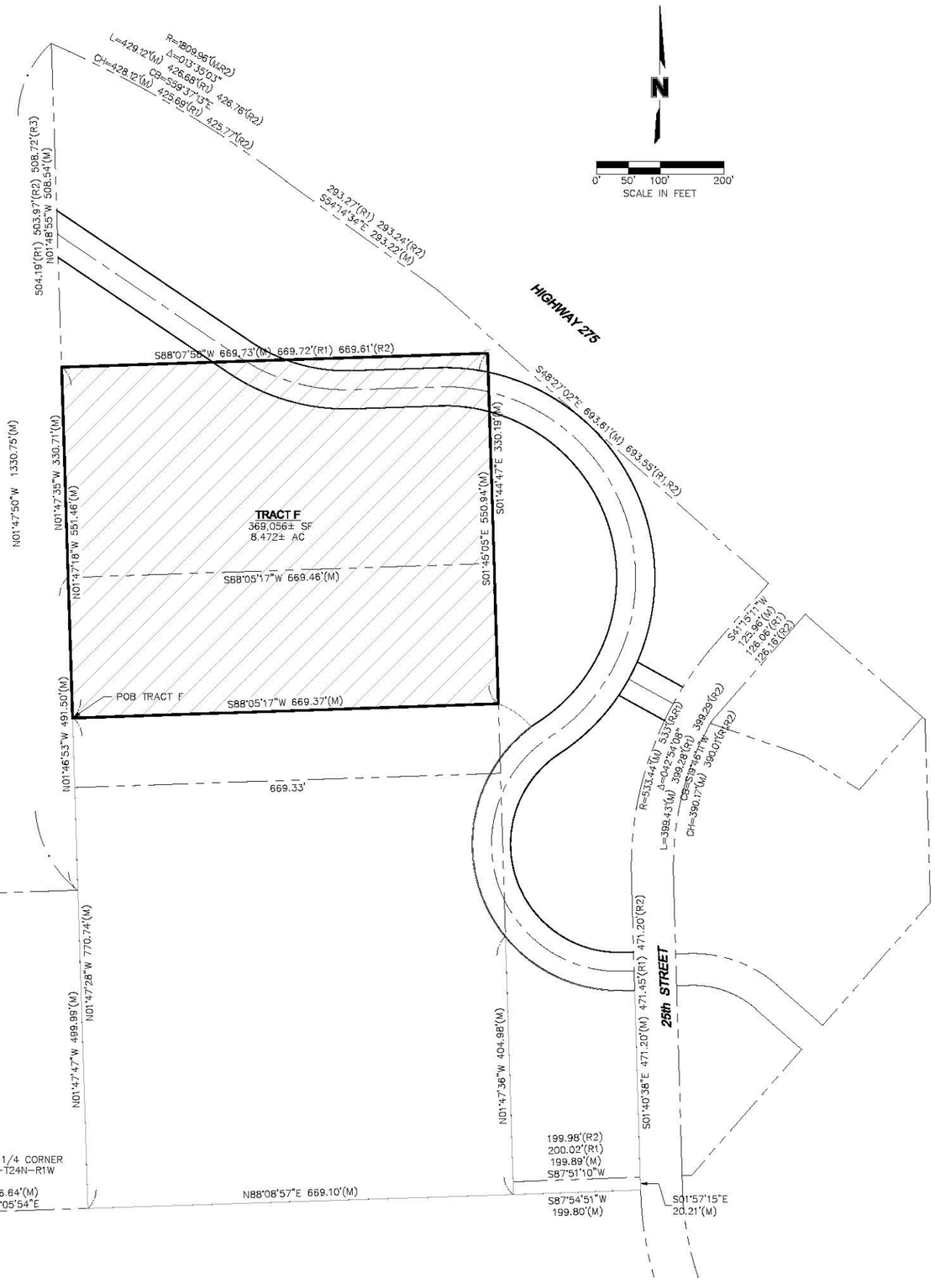


Exhibit "A"

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**TRACT DESCRIPTION – REZONING AND ANNEXATION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29–T24N–R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N01°47'28"W A DISTANCE OF 770.74 FEET TO THE POINT OF BEGINNING; THENCE N01°47'18"W A DISTANCE OF 551.46 FEET; THENCE N88°07'58"E A DISTANCE OF 669.73 FEET; THENCE S01°45'05"E A DISTANCE OF 550.94 FEET; THENCE S88°05'17"W A DISTANCE OF 669.37 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 369,056.15 SQUARE FEET OR 8.472 ACRES MORE OR LESS.

**LEGEND**

- SECTION CORNER
- SECTION LINE
- REZONING LINE
- EXISTING PROPERTY LINE
- M — MEASURED DISTANCE
- TRACT F – REZONING & ANNEXATION


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REZONING AND ANNEXATION SURVEY

BECKENHAUER CONSTRUCTION
MIDWEST BANK

NORFOLK, NEBRASKA

2018

drawn by: JMJ
checked by: DZ
approved by: JJA
QA/QC by:
project no.: 2017-2521
drawing no.:
date: 04.03.2018

SHEET 1 of 1

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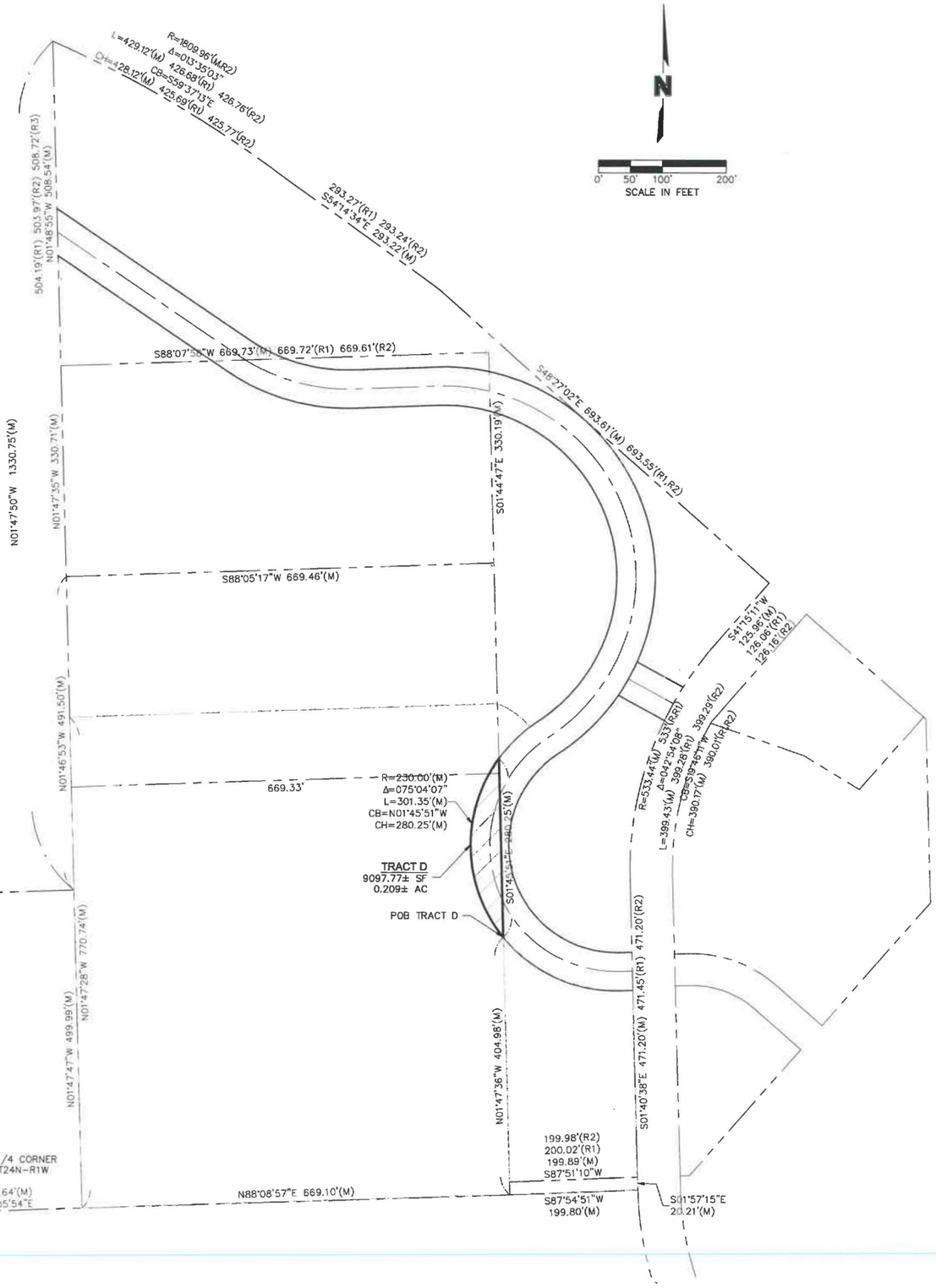


**TRACT D DESCRIPTION – ANNEXATION**

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SEC. 29–T24N–R1W; THENCE ON AN ASSUMED BEARING OF N88°05'54"E A DISTANCE OF 1336.64 FEET; THENCE N88°08'57"E A DISTANCE OF 669.10 FEET; THENCE N01°47'36"W A DISTANCE OF 404.98 FEET TO A POINT OF CURVATURE, AND THE POINT OF BEGINNING; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 75°04'07", HAVING A RADIUS OF 230.00 FEET, AND A CHORD BEARING N01°45'51"W A CHORD DISTANCE OF 280.25 FEET; THENCE S01°45'51"E A DISTANCE OF 280.25 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS A CALCULATED AREA OF 9097.77 SQUARE FEET OR 0.209 ACRES MORE OR LESS.

**LEGEND**

- SECTION CORNER
- SECTION LINE
- ANNEXATION LINE
- EXISTING PROPERTY LINE
- M MEASURED DISTANCE
- TRACT D– ANNEXATION

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| | | REVISIONS |

ANNEXATION SURVEY

BECKENHAUER CONSTRUCTION
MIDWEST BANK

NORFOLK, NEBRASKA

2018

drawn by: WLS
checked by: DZ
approved by: JJA
QA/QC by:
project no.: 2017-2521
drawing no.:
date: 04.03.2018

SHEET 1 OF 1

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