Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, October 19, 2020
5:30 p.m.

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City of Norfolk
NEBRASKA
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309 N 5th Street
Norfolk, NE 68701
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www.norfolkne.gov

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, October 19, 2020, 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.

Brianna Duerst
City Clerk

Publish (October 16, 2020)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

October 19, 2020

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 October 5, 2020, City Council meeting. **Motion**
8. Food & beverage and lodging occupation tax for 3rd quarter 2020. **Motion**
9. Keno comparison report for September 2020 **Motion**
10. Consideration of approval of the Mayor's appointment of Todd Stewart to the Tree Advisory Board for a term expiring September 2023. **Motion**
11. Consideration of Resolution No. 2020-51 approving VMR, LLC, dba Aroma Circuit, 1201 South 13th Street, as a satellite location of Endgame Lottery Services, LLC, dba Big Red Keno, for the Norfolk Keno Lottery. **Resolution 2020-51**
12. Consideration of Resolution No. 2020-52 approving the final plat of Huss-Marvin Addition. **Resolution 2020-52**

13. Consideration of Resolution No. 2020-53 approving the final plat of Novotny-Classen's Addition. **Resolution 2020-53**

14. Consideration of Resolution No. 2020-54 approving the final plat of Green Meadow 8th Addition. **Resolution 2020-54**

15. Consideration of Resolution No. 2020-55 to correct the fiscal year 2020-2021 property tax levy rates approved in Resolution No. 2020-45. **Resolution 2020-55**

16. Consideration of agreement with State of Nebraska and Nebraska Public Power District for the joint use and operation of the Statewide Radio System (SRS) and the City of Norfolk's 800 MHz radio system for joint operations and access. **Motion**

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

SPECIAL PRESENTATIONS

18. Proclamation for November 1, 2020, as, "Extra Mile Day".

19. The Norfolk Morning and Noon Optimist Clubs will recognize a member of the Norfolk Police Division and Nebraska State Patrol.

PUBLIC HEARINGS AND RELATED ACTION

20. Public hearing at the request of RE Properties, LLC, to consider a zoning change from I-1 (Light Industrial District) to C-3 (Service Commercial District) on property addressed as 1102 Riverside Boulevard.

21. Consideration of Ordinance No. 5697 approving a zoning change from I-1 (Light Industrial District) to C-3 (Service Commercial District) on property addressed as 1102 Riverside Boulevard. **Ordinance No. 5697**

REGULAR AGENDA

22. Consideration of approval of an engineering contract for construction design services with Olsson, Inc. for the Sanitary Sewer Rehabilitation - 2020 project for a total not to exceed $52,221.00. **Motion**

23. Consideration of approval of Request for Additional Services No. 1 for the design and planning of the Wayfinding Assessment project for an amount of $19,750.00. **Motion**

24. Consideration of approval of Change Order No. 1 - Final with Rutjens Construction, Inc. for Northeast Industrial Elevated Water Tank and Booster Station Improvements, Bid Section "B" resulting in a net increase of $4,605.00. **Motion**

25. Consideration of Ordinance No. 5698 adding wording and clarification to Sec. 24-37 Pedestrian Control Signals, to match Nebraska State Statute. **Ordinance No. 5698**

City of Norfolk
NEBRASKA
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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

October 19, 2020

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the October 5, 2020, City Council meeting. **Motion**

   See Enclosure 7.

8. Food & beverage and lodging occupation tax for 3rd quarter 2020. **Motion**

   Occupation tax receipts for the 3rd quarter of 2020 are $491,688.17 for food and beverage and $66,310.73 for lodging for a total of $557,998.90. Occupation tax for the fiscal year October 1, 2019 to September 30, 2020 is down $63,292.97 or 3.08% from the prior fiscal year. Total receipts for the fiscal year are $1,994,301.18 which is $23,698.82 or 1.17% less than budgeted. Included in the agenda packet is an occupation tax comparison by month.

   See Enclosure 8.

9. Keno comparison report for September 2020 **Motion**

   See Enclosure 9.

10. Consideration of approval of the Mayor's appointment of Todd Stewart to the Tree Advisory Board for a term expiring September 2023. **Motion**

    See Enclosure 10.

11. Consideration of Resolution No. 2020-51 approving VMR, LLC, dba Aroma Circuit, 1201 South 13th Street, as a satellite location of Endgame Lottery Services, LLC, dba Big Red Keno, for the Norfolk Keno Lottery. **Resolution 2020-51**

    See Enclosure 11.

12. Consideration of Resolution No. 2020-52 approving the final plat of Huss-Marvin Addition. **Resolution 2020-52**

    See Enclosure 12.

13. Consideration of Resolution No. 2020-53 approving the final plat of Novotny-Classen's Addition. **Resolution 2020-53**

    See Enclosure 13.

14. Consideration of Resolution No. 2020-54 approving the final plat of Green Meadow 8th Addition. **Resolution 2020-54**

    See Enclosure 14.

15. Consideration of Resolution No. 2020-55 to correct the fiscal year 2020-2021 property tax levy rates approved in Resolution No. 2020-45. **Resolution 2020-55**

    On September 8, 2020 the Mayor and Council approved Resolution 2020-45 setting the property tax levy rates for fiscal year 2020-2021. The resolution contained incorrect levy rates for the General Fund and Debt Service Fund. The levy rates listed in the budget notice published in the Norfolk Daily News were the correct levy rates. The Madison County Clerk identified the discrepancy between the resolution and the budget notice and after communication with City staff, currently has the correct levy rates. This resolution approves the 2020-2021 property tax levy rates for the General Fund and Debt Service Fund to agree with the levy rates published in the Norfolk Daily News.

    See Enclosure 15.

16. Consideration of agreement with State of Nebraska and Nebraska Public Power District for the joint use and operation of the Statewide Radio System (SRS) and the City of Norfolk's 800 MHz radio system for joint operations and access. **Motion**

    This agreement allows the State of Nebraska and NPPD agencies and personnel to utilize the City of Norfolk's new digital radio system and in return it allows the City of Norfolk agencies and personnel to access and utilize the Statewide Radio System as needed to enhance interoperable radio communications in the State of Nebraska and the City of Norfolk.

    See Enclosure 16.

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

SPECIAL PRESENTATIONS

18. Proclamation for November 1, 2020, as, "Extra Mile Day".

    See Enclosure 18.

19. The Norfolk Morning and Noon Optimist Clubs will recognize a member of the Norfolk Police Division and Nebraska State Patrol.

PUBLIC HEARINGS AND RELATED ACTION

20. Public hearing at the request of RE Properties, LLC, to consider a zoning change from I-1 (Light Industrial District) to C-3 (Service Commercial District) on property addressed as 1102 Riverside Boulevard.

    See Enclosure 20.

21. Consideration of Ordinance No. 5697 approving a zoning change from I-1 (Light Industrial District) to C-3 (Service Commercial District) on property addressed as 1102 Riverside Boulevard. **Ordinance No. 5697**

    See Enclosure 21.

REGULAR AGENDA

22. Consideration of approval of an engineering contract for construction design services with Olsson, Inc. for the Sanitary Sewer Rehabilitation - 2020 project for a total not to exceed $52,221.00. **Motion**

This contract includes project management, topographic survey, preliminary design, design, project permitting, and bid phase services for a sanitary sewer rehabilitation between Omaha Avenue and Monroe Avenue. Staff recommend approval.

See Enclosure 22.

23. Consideration of approval of Request for Additional Services No. 1 for the design and planning of the Wayfinding Assessment project for an amount of $19,750.00. **Motion**

On January 16, 2019 the Mayor and City Council approved a $21,950.00 contract with Found Design, LLC dba MERJE for wayfinding analysis and schematic design of the Wayfinding Assessment project. The Request for Additional Services No. 1 includes sign location plans and message schedule for all Wayfinding signage and design development, and design intent drawings for downtown parking lots for a total of $19,750.00. Staff recommends approval.

See Enclosure 23.

24. Consideration of approval of Change Order No. 1 - Final with Rutjens Construction, Inc. for Northeast Industrial Elevated Water Tank and Booster Station Improvements, Bid Section "B" resulting in a net increase of $4,605.00. **Motion**

On October 21, 2019 the Mayor and City Council approved a $376,359.00 contract with Rutjens Construction for Bid Section "B" of the Northeast Industrial Elevated Water Tank and Booster Station Improvements. Change Order No. 1 - final provides for adding a modulating actuator and motor heater for a total project cost of $380,964.00 for Bid Section "B". Staff recommend approval.

See Enclosure 24.

25. Consideration of Ordinance No. 5698 adding wording and clarification to Sec. 24-37 Pedestrian Control Signals, to match Nebraska State Statute. **Ordinance No. 5698**

Nebraska State Statute has additional wording in their pedestrian control statutes to clarify the proper walk/don't walk signal also includes reference to a walking person or an upraised hand. This proposed ordinance will update City Code to reflect the same wording.

See Enclosure 25.

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 5th day of October, 2020 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, Fred Wiebelhaus, Thad Murren, Gary L. Jackson, Shane Clausen, and Dick Pfeil. Absent: None.

Staff members present were: City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Public Safety Director Shane Weidner, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Risk Manager Lyle Lutt, City Planner Val Grimes, Human Resources Director Sheila Schukei, Fire Chief Scott Cordes, Fire Marshal Terry Zwiebel, Information Systems Manager Jim McKenzie and sever Fire Division personnel.

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 Murren to approve the consent agenda as printed. Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Wiebelhaus, Murren, Jackson, Clausen and Pfeil. Nays: None. Absent: None. Motion carried.

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

Consent Agenda Items Approved

Minutes of the September 21, 2020, City Council meeting

Minutes of the September 21, 2020 Work Session meeting

September sales tax report (July sales)

Keno comparison report for August 2020

Mayor's reappointment of Zach Steiner to the Riverfront Overlay Review Board for a three-year term, and the appointment of Justin Webb and Andrew McCarthy for three-year terms to the Riverfront Overlay Review Board, all terms ending January 2023

Consideration of approval of the Mayor's appointment of Justin Webb to the Vehicle Parking District Advisory Board for a term ending August 2021

Resolution No. 2020-49 declaring the City's official intent under Internal Revenue Code regulations to incur indebtedness which includes reimbursement of expenditures for paving of Walters East Knolls 13th Addition

advertise for proposals to replace play structures located at Skyview Park

Special Designated Liquor License for Jim's Fine Wine & More, 2001 Market Lane, to serve wine and distilled spirits at Magnolias, 432 W Norfolk Avenue, for a wine and cordial tasting event on November 1, 2020, from 11:00 a.m. to 6:00 p.m.

Good Life Action Sports, a Nebraska Nonprofit Corporation, agreement allowing the use of the Norfolk Skate Park to hold a Skate Jam and Best Trick (Grank) Contest from 7:00 a.m. to 10:30 p.m. on Saturday, October 17, 2020

Bills in the amount of $2,302,558.49

Special Presentations

Linda Hammond, City of Norfolk Tree Advisory Board presented the 2020 Green Leaf Business Award to a representative of US Bank for the US Bank Memorial Park located at the northeast corner of 13th Street and Pasewalk Avenue, and the 2020 Green Leaf Residential Award to Paul and Sally Splittgerber at 700 N Boxelder St.

The Mayor proclaimed the month of October as, “Pedestrian Awareness Month.”

The Mayor proclaimed October 4-10, 2020, as “Fire Prevention Week”.

Mark Clausen, representing the Norfolk Morning and Noon Optimist Clubs, recognized Bon McElroy of the Norfolk Fire Division.

Regular Agenda Items

Ordinance No. 5695
(amend City Code Section 2-5, fees)

Councilmember Clausen moved, seconded by Councilmember Wiebelhaus to table Ordinance No. 5695.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Wiebelhaus, Murren, Jackson, Clausen and Pfeil. Nays: None. Absent: None. Motion carried. Ordinance No. 5695 was tabled.

Resolution No. 2020-50
(Riverside Boulevard Redevelopment Area)

Councilmember Merrill moved, seconded by Councilmember Clausen, for adoption of Resolution No. 2020-50 approving to authorize submittal of Blight and Substandard Determination Study for the Riverside Boulevard Redevelopment Area to the Planning Commission for review and recommendation.

Finance Officer Randy Gates provided information to elected officials. The City requested the Northeast Nebraska Economic Development District undertake a study to determine if this area is blighted and substandard as defined in the Community Development Law. This area begins with the old post office property west of Riverside Boulevard and continues north up Riverside Boulevard until past the City owned property east of Riverside Boulevard and from there North to Benjamin Avenue including Riverside Boulevard and the properties east of Riverside Boulevard to the North Fork of the Elkhorn River. A map of the study area is included on page 10 of the Study and contains approximately 43.33 acres.

The Study concluded this area meets the blighted and substandard criteria of the Community Development Law. Resolution No. 2020-50 forwards the Study to the Planning Commission for their review and recommendation.

Roll call: Ayes: Councilmembers Granquist, Lange, Merrill, Wiebelhaus, Murren, Jackson, Clausen and Pfeil. Nays: None. Absent: None. Motion carried. Resolution No. 2020-50 was adopted.

There being no further business, the Mayor declared the meeting adjourned at 6:03 p.m.

_____
Josh Moenning
Mayor

ATTEST:

_____
Brianna Duerst
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, October 5, 2020, 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.

_____

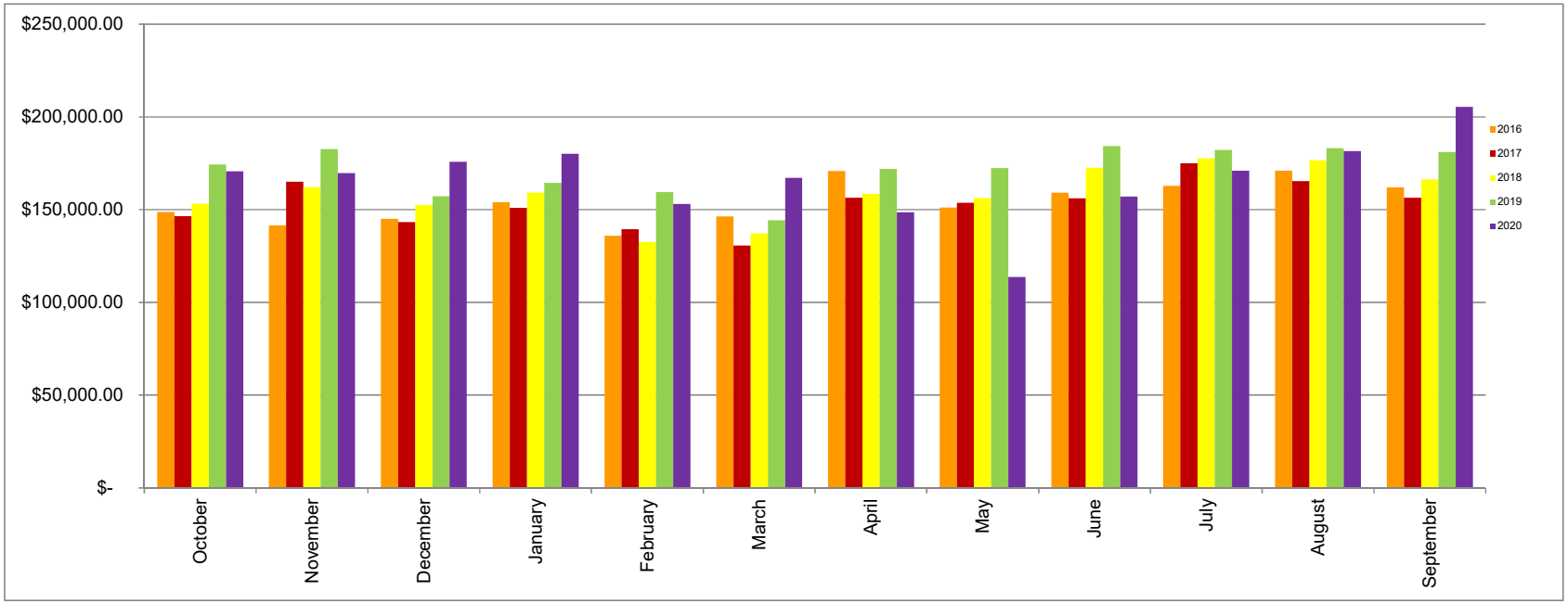
Brianna Duerst
City Clerk

(S E A L)

CITY OF NORFOLK
Food and Beverage & Lodging Occupation Tax Comparison
2016-2020

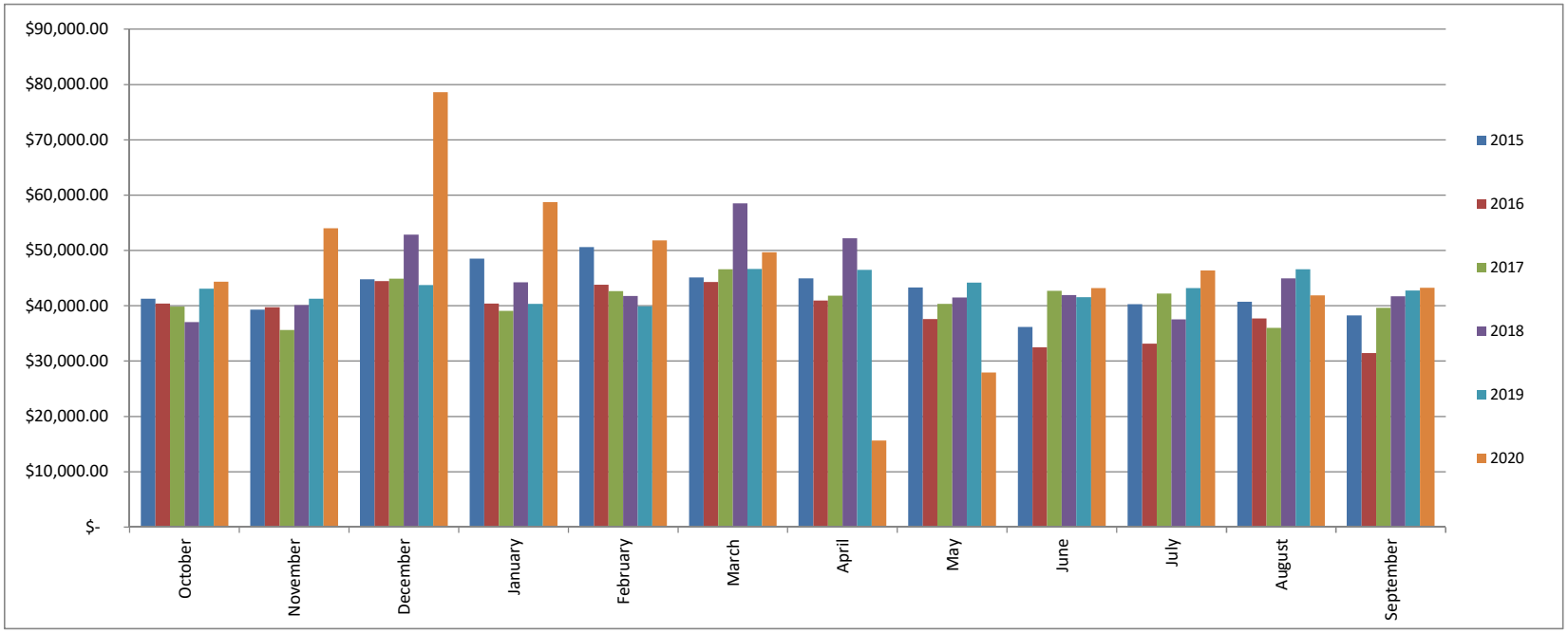
	Fiscal Years Ended September 30,					2020				
	2016	2017	2018	2019	2020	BUDGET	Change 2019 to 2020		BUDGET VARIANCE	
October	$ 148,836.44	$ 146,590.74	$ 153,275.87	$ 174,315.65	$ 170,754.93	$ 167,429.96	$ (3,560.72)	-2.04%	$ 3,324.97	1.99%
November	$ 141,623.11	$ 165,129.39	$ 162,140.35	$ 182,666.48	$ 169,727.29	$ 175,101.87	$ (12,939.19)	-7.08%	$ (5,374.58)	-3.07%
December	$ 145,122.86	$ 143,379.83	$ 152,611.25	$ 157,246.82	$ 175,883.51	$ 158,897.75	$ 18,636.69	11.85%	$ 16,985.76	10.69%
January	$ 154,050.35	$ 150,938.69	$ 159,097.48	$ 164,496.99	$ 180,199.99	$ 165,805.84	$ 15,703.00	9.55%	$ 14,394.15	8.68%
February	$ 135,902.91	$ 139,477.44	$ 132,539.78	$ 159,543.90	$ 153,089.12	$ 158,478.23	$ (6,454.78)	-4.05%	$ (5,389.11)	-3.40%
March	$ 146,298.74	$ 130,762.60	$ 137,250.77	$ 144,223.43	$ 167,109.89	$ 144,329.30	$ 22,886.46	15.87%	$ 22,780.59	15.78%
April	$ 170,858.36	$ 156,429.04	$ 158,569.90	$ 171,919.20	$ 148,661.78	$ 169,204.37	$ (23,257.42)	-13.53%	$ (20,542.59)	-12.14%
May	$ 151,200.24	$ 153,760.89	$ 156,261.15	$ 172,490.20	$ 113,701.15	$ 171,289.30	$ (58,789.05)	-34.08%	$ (57,588.15)	-33.62%
June	$ 159,124.41	$ 156,103.52	$ 172,655.09	$ 184,263.30	$ 157,174.62	$ 173,483.15	$ (27,088.68)	-14.70%	$ (16,308.53)	-9.40%
July	$ 162,858.50	$ 175,006.60	$ 177,698.34	$ 182,186.80	$ 170,969.97	$ 180,883.80	$ (11,216.83)	-6.16%	$ (9,913.83)	-5.48%
August	$ 171,086.68	$ 165,493.89	$ 176,687.66	$ 183,219.72	$ 181,568.80	$ 174,358.80	$ (1,650.92)	-0.90%	$ 7,210.00	4.14%
September	$ 162,012.90	$ 156,453.23	$ 166,302.06	$ 181,021.66	$ 205,460.13	* $ 178,737.63	$ 24,438.47	13.50%	$ 26,722.50	14.95%
Total	$ 1,848,975.50	$ 1,839,525.86	$ 1,905,089.70	$ 2,057,594.15	$ 1,994,301.18	$ 2,018,000.00	$ (63,292.97)	-3.08%	$ (23,698.82)	-1.17%

* Includes $29,803.61 received from a business for occupation tax from April 2017 to April 2020.



Keno Yearly Comparison
Net Proceeds

	2015	2016	2017	2018	2019	2020	2020 BUDGET	Change 2019 to 2020		BUDGET VARIANCE	
October	$ 41,252.91	$ 40,407.21	$ 39,871.02	$ 37,053.29	$ 43,114.38	$ 44,340.77	$ 43,114.38	$ 1,226.39	2.84%	$ 1,226.39	2.84%
November	$ 39,321.44	$ 39,733.90	$ 35,629.43	$ 40,116.22	$ 41,279.37	$ 54,030.23	$ 41,279.37	$ 12,750.86	30.89%	$ 12,750.86	30.89%
December	$ 44,785.52	$ 44,474.57	$ 44,894.50	$ 52,886.34	$ 43,753.84	$ 78,613.61	$ 43,753.84	$ 34,859.77	79.67%	$ 34,859.77	79.67%
January	$ 48,504.60	$ 40,381.86	$ 39,071.56	$ 44,229.53	$ 40,338.99	$ 58,759.56	$ 40,338.99	$ 18,420.57	45.66%	$ 18,420.57	45.66%
February	$ 50,607.13	$ 43,808.73	$ 42,629.35	$ 41,759.14	$ 39,907.59	$ 51,823.58	$ 39,907.59	$ 11,915.99	29.86%	$ 11,915.99	29.86%
March	$ 45,127.36	$ 44,293.00	$ 46,620.29	$ 58,494.56	$ 46,659.87	$ 49,683.96	$ 46,554.70	$ 3,024.09	6.48%	$ 3,129.26	6.72%
April	$ 44,966.77	$ 40,949.52	$ 41,824.57	$ 52,179.16	$ 46,500.77	$ 15,634.72	$ 46,400.77	$ (30,866.05)	-66.38%	$ (30,766.05)	-66.31%
May	$ 43,287.45	$ 37,580.17	$ 40,334.09	$ 41,523.26	$ 44,168.34	$ 27,915.55	$ 41,523.26	$ (16,252.79)	-36.80%	$ (13,607.71)	-32.77%
June	$ 36,174.68	$ 32,517.32	$ 42,724.20	$ 41,929.11	$ 41,568.03	$ 43,176.10	$ 41,929.11	$ 1,608.07	3.87%	$ 1,246.99	2.97%
July	$ 40,297.60	$ 33,177.47	$ 42,226.60	$ 37,531.20	$ 43,195.79	$ 46,401.55	$ 37,531.20	$ 3,205.76	7.42%	$ 8,870.35	23.63%
August	$ 40,754.84	$ 37,712.88	$ 36,033.75	$ 44,983.65	$ 46,590.14	$ 41,871.35	$ 44,883.65	$ (4,718.79)	-10.13%	$ (3,012.30)	-6.71%
September	$ 38,266.08	$ 31,456.02	$ 39,627.93	$ 41,738.14	$ 42,769.65	$ 43,272.60	$ 41,783.14	$ 502.95	1.18%	$ 1,489.46	3.56%
Total	$ 513,346.39	$ 466,492.65	$ 491,487.29	$ 534,423.60	$ 519,846.76	$ 555,523.58	$ 509,000.00	$ 35,676.82	6.86%	$ 46,523.58	9.14%



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: 10/1/2020

NAME: Todd Stewart TELEPHONE: 402-634-2464(H)

ADDRESS: 84041 538½ AVE Meadow Grove, NE 68752 402-371-7313(O)

E-MAIL ADDRESS: tstewart@lenrd.org

OCCUPATION: Lower Elkhorn NRD
(If retired, please indicate former occupation or profession.)

EDUCATION: BAE Wayne State College

PROFESSION AND/OR COMMUNITY ACTIVITIES:

Oversee tree programs for NRD.

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
( ) Civil Service Commission
( ) Community Beautification Task Force
( ) Fire Code Appeals Board
( ) Housing Authority Board
( ) Library Advisory Board
( ) Planning Commission
( ) Plumbing Board
( ) Property Tax Compliance and Review & 5% LID Committee
( ) Riverfront Overlay Review Board
( ) Trail Advisory Board
(X) Tree Advisory Board
( ) Vehicle Parking District Advisory Board

Todd Stewart
(Signature of Applicant)

October 7, 2020

Brianna Duerst
City Clerk
City of Norfolk
309 N 5th St
Norfolk, NE 68701-4092

RE: Aroma Circuit

Dear Brianna Duerst

Enclosed please find the keno license application materials for a new keno sales outlet (satellite) at the following location:

VMR LLC
DBA: Aroma Circuit
1201 S 13th St
Norfolk, NE 68701

I have enclosed:

- A copy of the Satellite Lease and Operating Agreement
- Form 50G Schedule II for your signature after approval

Please place the keno sales outlet application on the City Council's agenda for approval at the earliest convenience. After approval, please return the signed Schedule II and a copy of the resolutions in the enclosed envelope.

If you have any questions, please feel free to contact me at 402-677-3443.

Thank you for your help. I look forward to working with you on this application.

Thank you,

Melodi Szymczak
Director of Marketing

11248 John Galt Blvd Omaha, NE 68137 402-915-5101

This Satellite Lease and Operating Agreement is between Endgame Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to Endgame Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Norfolk and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. Lease. You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. Compliance with Law. You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. Rent. We will pay you rent equal to 5% of Handle. We will pay rent at least twice each month on settlement dates we choose. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. Staffing. You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. Your Obligations. You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. Our Obligations. So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. Equipment. All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. Marketing and Protection of Marks. You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. Conduct of the Game. You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. Game Funds. You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. Term. This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You agree to indemnify, defend and hold us, the Community, and our and their respective employees, agents, and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than $700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: VMR LLC
dba Aroma Circuit
Premises Address: 1201 S 13th St
Norfolk NE 68701
(Premises legal description attached as Attachment A)

I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein.

By: Vikrintna Naag
Print Name: Krishna Velagapudi
Title: President

State of Nebraska, Co. of Madison) ss: This instrument was acknowledged before me on 10/03/20 by Krishna Velagapudi (Name) the President (Title) of VMR LLC, Aroma Circuit (Business Name) a Nebraska LLC (State and Type of Organization), on behalf of the LLC (Type of Organization)

Jodi K Cook, Notary

Accepted: Endgame Lottery Services LLC

By: [signature]
Officer of Endgame Lottery Services LLC

Print Name: Wm. F. Harvey

Dated: 07 Oct 2020

© 1995-2020 ENDGAME LOTTERY SERVICES LLC. ALL RIGHTS RESERVED. VERSION 2020A

GENERAL NOTARY - State of Nebraska
JODI K COOK
My Comm. Exp. October 20, 2021

SUBJECT TO TERMS ON REVERSE

ADDENDUM TO NORFOLK SATELLITE LEASE AND OPERATING AGREEMENT

The undersigned satellite location agrees to continue keno operations under the satellite lease and operating agreement with Endgame Lottery Services LLC (d/b/a Big Red Keno) of the same date as this Addendum subject to the following additional terms and conditions:

Growth Bonus. Starting in your second full calendar year, Endgame Lottery Services LLC will pay you rent equal to 7% of the annual handle that exceeds the hurdle at your satellite location. This rent is in lieu of any other rent payable for that portion of the handle. The hurdle in any given year is equal to the higher of last year's keno handle at your satellite location and last year's hurdle.

All other terms and provisions of the satellite lease and operating agreement and any amendments remain in full force and effect in accordance with the terms of that agreement.

Satellite Name:

VMR LLC

dba Aroma Circuit

Premises Address:

1201 S 13th St

Norfolk, NE 68701

By: V. Krishna Naag

Name: Krishna Velagapudi

Title: President

Date: 10/1/2020

Endgame Lottery Services LLC

By:

Officer of Endgame Lottery Services LLC

Dated: 07 Oct 2020

Nebraska Department of REVENUE

Nebraska Schedule II – County/City Lottery Sales Outlet Location Application

- No license fee required.
- Incomplete schedules will be returned.

Form 50G Schedule II

1 Nebraska ID Number of County, City, or Village: 013144189

2 County, City, or Village Name on Form 50G: Madison Norfolk

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number: 013144189

4 Federal ID or Social Security Number: 83090191

5 Type of Application: [X] New [ ] Renewal [ ] Report Changes [ ] Cancel

Business Name and Location Address	Business Name and Mailing Address
Name: VMR LLC	Business Name: VMR LLC
Trade Name of Business (If Different Than Above): Aroma Circuit	Street or Other Mailing Address: 1717 Town St
Street Address: 1201 S 13th St	City: Norfolk State: NE Zip Code: 68701
City: Norfolk State: NE Zip Code: 68701 County:	Nebraska Liquor License Number:

6 Type of Ownership: [ ] Sole Proprietorship [ ] Domestic Corporation [X] Limited Liability Company [ ] Nonprofit Corporation or Organization [ ] Partnership [ ] Foreign Corporation [ ] Domesticated Corporation [ ] Other

7 Location Type: [X] Keno Satellite [ ] Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
a. If a sole proprietorship, list the individual owner.
b. If a partnership, list each partner and spouse.
c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
d. If a limited liability company, list each member and spouse.
e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See Instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	Krishna Velagapudi 1717 Town St Norfolk NE 68701		100%

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See Instructions) [ ] Yes [X] No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks. [ ] Yes [X] No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application? [ ] Yes [X] No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form? [X] Yes [ ] No (See What Must Be Filed Instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act? [ ] Yes [X] No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application? [ ] Yes [X] No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act? [ ] Yes [X] No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign here ▶ V. Krishna Naag — President — 10/3/2020 — 801-638-8878

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney — Title — Date — Daytime Phone Number

Name of Person to Contact Regarding This Application:

Name: Krishna Velagapudi Title: President Daytime Phone Number: 801-638-8878

Authorization–Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign here ▶ Authorized Signature — Title — Date — Daytime Phone Number

Retain a copy for your records.

9-132-1993 Rev. 12-2014 Supersedes 9-132-1993 Rev. 8-2007

RESOLUTION NO. 2020- 51

A RESOLUTION APPROVING VMR, LLC, dba AROMA CIRCUIT, AS A SATELLITE LOCATION OF ENDGAME LOTTERY SERVICES, LLC, DBA BIG RED KENO, FOR THE NORFOLK KENO LOTTERY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORFOLK, NEBRASKA:

SECTION 1. The following location is hereby approved as a satellite location of Endgame Lottery Services, LLC, dba Big Red Keno, for the City in accordance with the City's satellite location criteria and the City Administrator, City Clerk and such other City officials as may be necessary or appropriate are authorized and directed to sign the necessary application and to take such other actions as may be necessary or appropriate in order to establish the following location as a satellite location for the City's Keno lottery:

VMR, LLC, dba Aroma Circuit, 1201 S 13th Street, Norfolk, NE 68701

SECTION 2. This resolution shall be in full force and effect from and following the passage and publication hereof as required by law.

PASSED AND APPROVED this _____ day of _____, 2020.

_____
Josh Moenning, Mayor

ATTEST:

_____
Brianna Duerst, City Clerk

S E A L

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

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

For Office Use Only	Date Rec'd 8/10/20 Fee $ 270 Rec'd by [illegible]

SUBDIVISION APPLICATION

Name of Subdivision: Huss-Marvin Addition to the City of Norfolk, Madison County, NE

☐ Preliminary ☑ Final

Applicant: Houston Huss and Daniel & Colleen Marvin — 801 N Oak St., Norfolk (Huss)
Name — Address

402-992-4911 (Huss)
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: (other than Applicant) Houston Huss — 801 N Oak St., Norfolk
Name — Address

402-992-4911
Phone — Email

Current Zoning: R-2

General Location/Address: 801 & 705 N Oak St., Norfolk

Legal Description: See Attached sheet for Legal Description

Tax ID: 590252656 & 590252648

Property Area, Square Feet and/or Acres: 17,562.2 sq. ft.

Houston Huss
Signature of Owner

Authorized Agent

OR

Houston Huss
Printed Name of Owner

Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

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

For Office Use Only	Date Rec'd 8/10 Fee $ Rec'd by EG

SUBDIVISION APPLICATION

Name of Subdivision: Huss-Marvin Addition to the City of Norfolk, Madison County, NE

☐ Preliminary ☑ Final

Applicant: Houston Huss and Daniel & Colleen Marvin — 801 N Oak St., Norfolk (Huss)
Name — Address
402-992-4911 (Huss)
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: (other than Applicant) Houston Huss — 801 N Oak St., Norfolk
Name — Address
402-992-4911
Phone — Email

Current Zoning: R-2

General Location/Address: 801 & 705 N Oak St., Norfolk

Legal Description: See Attached sheet for Legal Description
Tax ID: 590252656 & 590252648

Property Area, Square Feet and/or Acres: 17,562.2 sq. ft.

Signature of Owner — OR — Authorized Agent

Daniel Marvin
Printed Name of Owner — Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

Legal Description:

Lot 4-R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska

AND

Lot 5-R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska

Notes:
1) Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment on the HPRTK Network.
2) Distances shown on the Plat are Horizontal Ground Distances.
3) A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.
4) The existing Utility Easement between Lots 4 & 5, NHDC Oak Street Addition which was replated into Lots 4–R & 5–R, NHDC Oak Street 2nd Addition will be vacated by the City and platted as per Huss–Marvin Addition to the City of Norfolk, Madison County, Nebraska.

HUSS–MARVIN ADDITION
to the City of Norfolk, Madison County, Nebraska

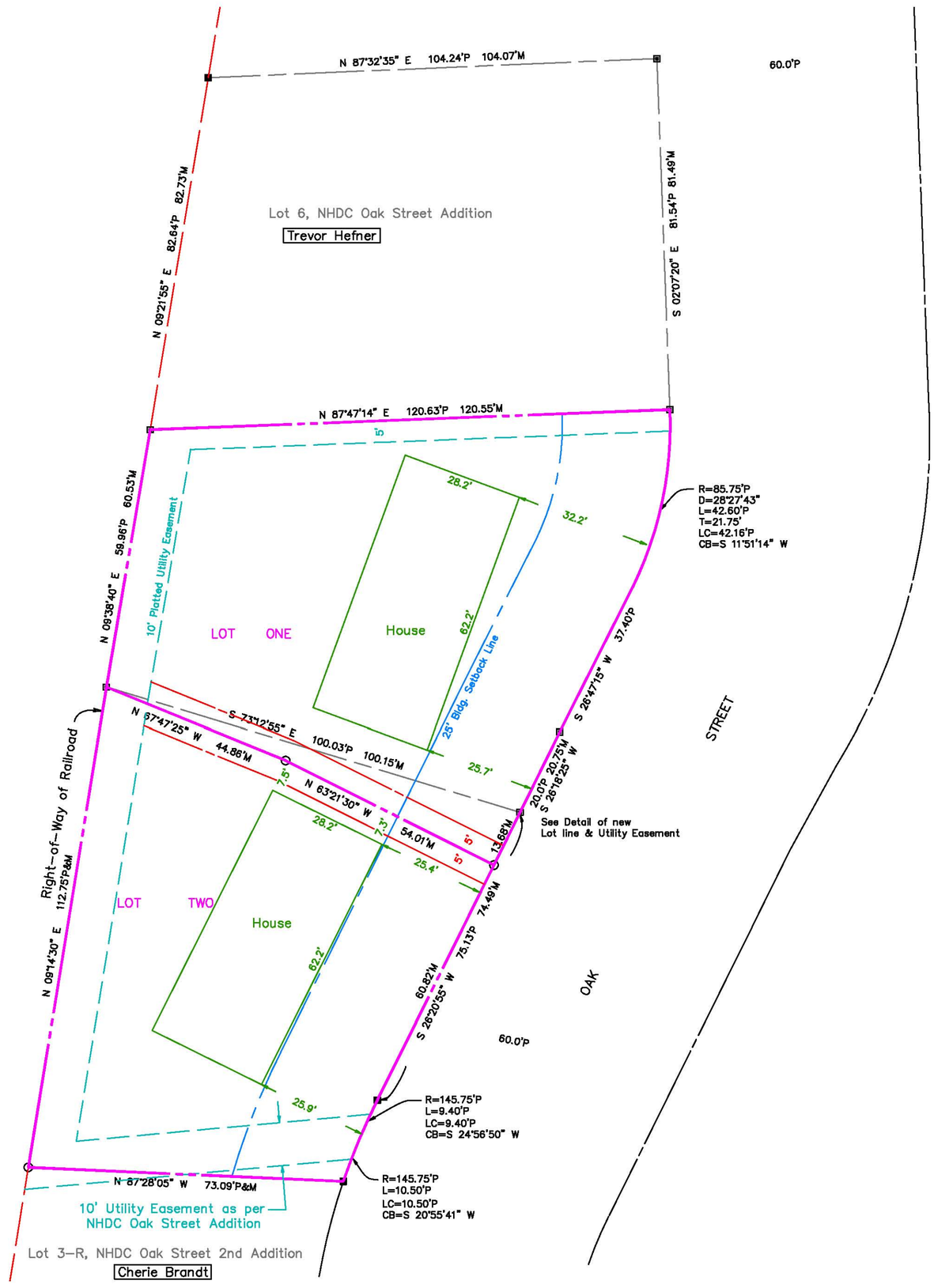
Proj. No.
2020–43

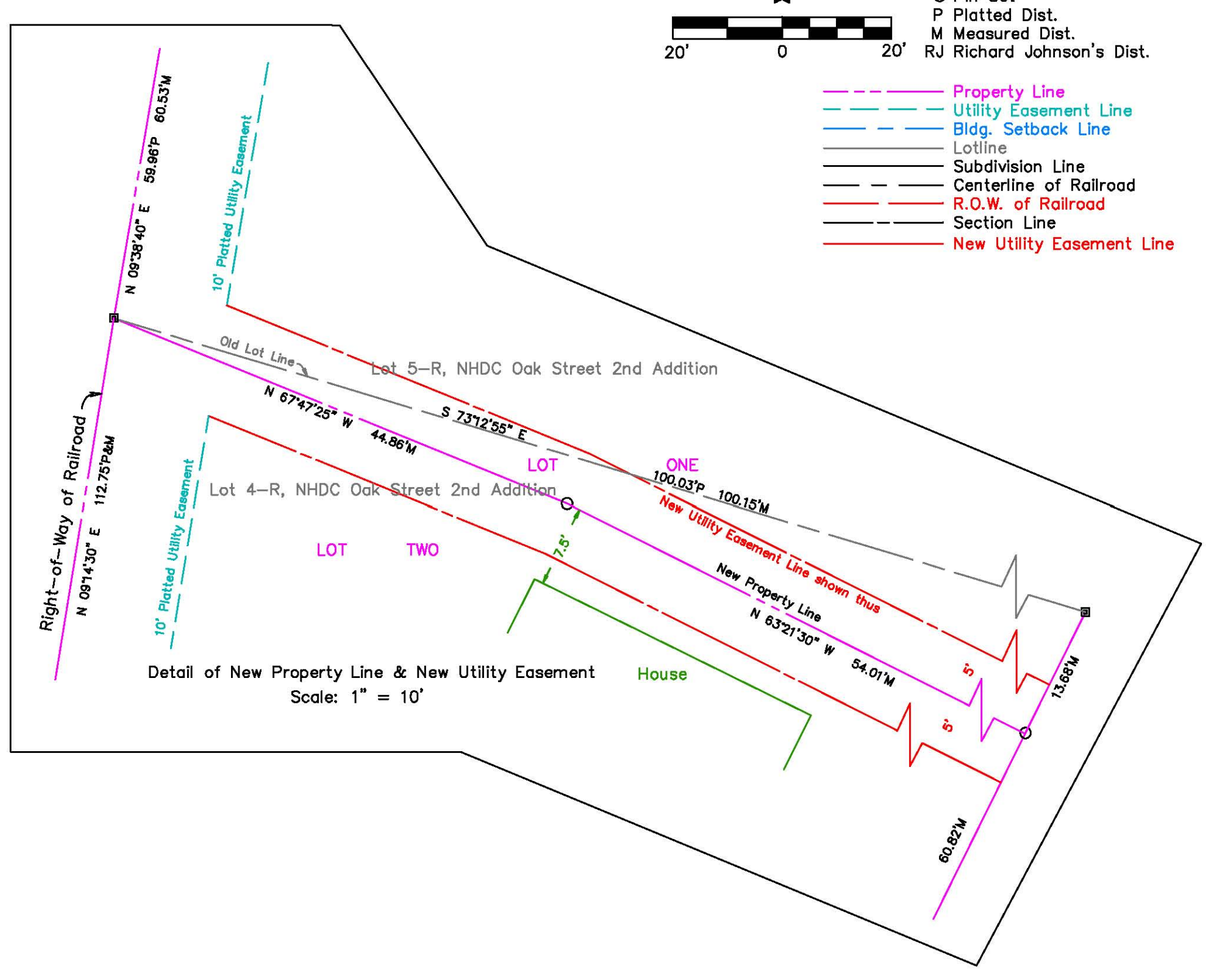
Lot	Area	Address
One	9508.5 sq ft	801 North Oak Street
Two	8153.7 sq ft	705 North Oak Street

Legend
- Pin Found
- Pipe Found
- O Pin Set
- P Platted Dist.
- M Measured Dist.
- RJ Richard Johnson's Dist.

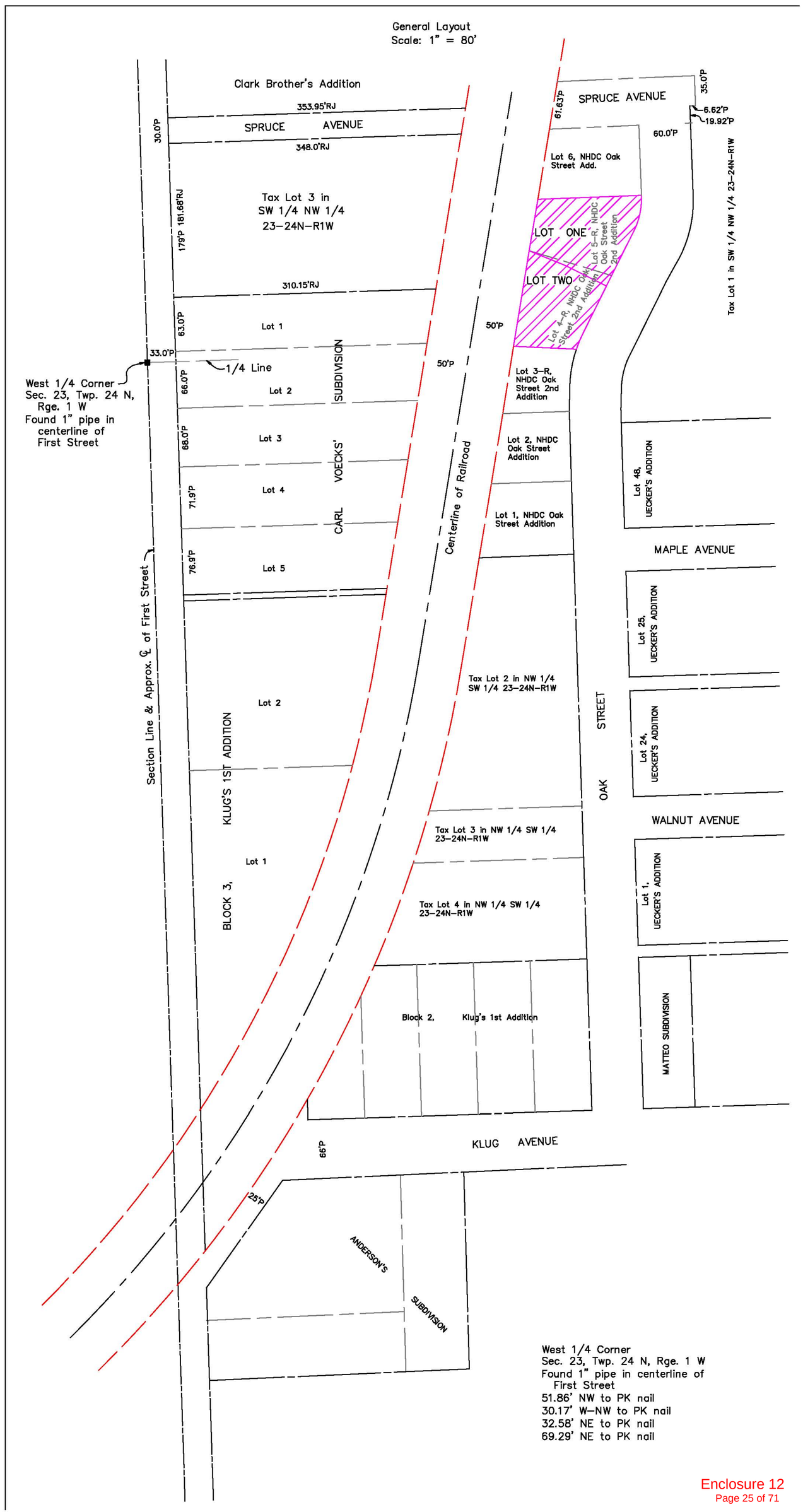
20' 0 20'

- Property Line
- Utility Easement Line
- Bldg. Setback Line
- Lotline
- Subdivision Line
- Centerline of Railroad
- R.O.W. of Railroad
- Section Line
- New Utility Easement Line





Detail of New Property Line & New Utility Easement
Scale: 1" = 10'



Surveyors Statement
I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska, said Addition being a Subdivision of Lots 4–R and 5–R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said HUSS–MARVIN 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 HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska consisting of Lots One & Two at the instance and request of the owner.
The tract of land comprising said Addition is more particularly described as follows:
Lots 4–R and 5–R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska

I hereby state that I have executed this instrument on this 24th day of August, 2020.

_____
LaVern F. Schroeder
Registered Land Surveyor #312

Owners Certificate
We, the undersigned, sole owner 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 HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska, said Addition being a Subdivision of Lots 4–R and 5–R, NHDC Oak Street 2nd Addition 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.

_____
Houston Huss

_____ _____
Daniel D. Marvin Colleen A. Marvin

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Houston Huss _____.

My commission expires: _____ _____ (Signature)
_____ (Print)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Daniel D. Marvin and Colleen A. Marvin, husband and wife.

My commission expires: _____ _____ (Signature)
_____ (Print)
Notary Public

Consent of Lienholder
I, _____ (name), _____ (title) of First Nebraska Bank of Stanton, being a lienholder of the described tract of land, hereby approve and agree to the platting of HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska, on this _____ day of _____, 2020, on behalf of said First Nebraska Bank of Stanton.

_____ (signature)

_____ (print name & title)
First Nebraska Bank of Stanton

State of Nebraska)
County of _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____ (name), _____ (title) of First Nebraska Bank of Stanton.

My commission expires: _____ _____ (Signature)
_____ (Printed)
Notary Public

Consent of Lienholder
I, _____ (name), _____ (title) of Norfolk Housing Agency, being a lienholder of the described tract of land, hereby approve and agree to the platting of HUSS–MARVIN ADDITION to the City of Norfolk, Madison County, Nebraska, on this _____ day of _____, 2020, on behalf of said Norfolk Housing Agency.

By _____
Thomas Higginbotham, Jr., Chairman
NORFOLK HOUSING AGENCY, A Housing Agency duly organized and existing under the Nebraska Housing Agency Act

State of Nebraska)
County of _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____ (name), _____ (title) of Norfolk Housing Agency.

My commission expires: _____ _____ (Signature)
_____ (Printed)
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 _____, 2020.

_____
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 _____, 2020.

Attest: _____ _____
Brianna Duerst Josh Moenning
City Clerk Mayor

WAIVER
We, Houston Huss, and Daniel D. Marvin & Colleen A. Marvin, 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.

_____
Houston Huss

_____ _____
Daniel D. Marvin Colleen A. Marvin

State of Nebraska)
County of Madison)
This is to certify that this instrument was filed for record by the Register of Deeds Office at _____ __M on this _____ day of _____, 2020.

_____
Diane Nykodym
Register of Deeds

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

October 6, 2020

Honorable Mayor
and
City Council

Dear Mayor and Council:

On October 6, 2020 the Norfolk Planning Commission reviewed the final plat of Huss-Marvin Addition.

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

The Planning Commission recommends approval of the final plat with a vote of 6-0.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

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

RESOLUTION NO. 2020-52

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 4-R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska

AND

Lot 5-R, NHDC Oak Street 2nd Addition to the City of Norfolk, Madison County, Nebraska

WHEREAS, said property is owned by Houston Huss; and Daniel D. & Colleen A. Marvin, husband and wife; and

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

WHEREAS, a plat has 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 Huss-Marvin Addition to the City of Norfolk, Madison County, Nebraska, 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 _____, 2020.

ATTEST:

_____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

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

For Office Use Only	Date Rec'd 9/28/20 Fee $ 280 [illegible] Rec'd by [illegible]

SUBDIVISION APPLICATION

Name of Subdivision: Novotny-Classen's Addition to the City of Norfolk, Madison County, NE

☐ Preliminary ☑ Final

Applicant: Don & Janiece Novotny, Jack Classen & Sylvia Classen — 83897 561st Ave., Norfolk (Novotny)
Name — Address

402-649-7567 (Don)
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: (other than Applicant) Don & Janiece Novotny — 83897 561st Ave., Norfolk
Name — Address

402-649-7567
Phone — Email

Current Zoning: I-1

General Location/Address: 411 E Whitney Ave. & 1408 S Pine Industrial Rd., Norfolk

Legal Description: parts of Lots 1, 2 & 3, Block 4, Walnut Grove Add. to Norfolk

Tax ID: 590116061, 590116096, & 590116088

Property Area, Square Feet and/or Acres: 62,329 sq. ft.

Donald Novotny
Janiece Novotny
Signature of Owner

Authorized Agent

OR

Donald Novotny
Printed Name of Owner

Printed Name of Authorized Agent

Donald Novotny
Janiece Novotny.

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

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

For Office Use Only	Date Rec'd 9/28/20 Fee $ 280 ~~00~~ Rec'd by ~~BA~~

SUBDIVISION APPLICATION

Name of Subdivision: Novotny-Classen's Addition to the City of Norfolk, Madison County, NE

☐ Preliminary ☑ Final

Applicant: Don & Janiece Novotny, *Jack Classen & Sylvia Classen — 83897 561st Ave., Norfolk (Novotny)
Name — Address

402-649-7567 (Don)
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: (other than Applicant) Don & Janiece Novotny — 83897 561st Ave., Norfolk
Name — Address

402-649-7567
Phone — Email

Current Zoning: I-1

General Location/Address: 411 E Whitney Ave. & 1408 S Pine Industrial Rd., Norfolk

Legal Description: parts of Lots 1, 2 & 3, Block 4, Walnut Grove Add. to Norfolk
Tax ID: 590116061, 590116096, & 590116088

Property Area, Square Feet and/or Acres: 62,329 sq. ft.

Signature of Owner — OR — Authorized Agent

Jack Classen, Successor Trustee of The Classen Family Trust
Printed Name of Owner — Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

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

For Office Use Only	Date Rec'd 9/28/20
	Fee $ 280 00
	Rec'd by [illegible]

SUBDIVISION APPLICATION

Name of Subdivision: Novotny-Classen's Addition to the City of Norfolk, Madison County, NE

☐ Preliminary ☑ Final

Applicant: Don & Janiece Novotny,* Jack Classen & Sylvia Classen — 83897 561st Ave., Norfolk (Novotny)
Name — Address

402-649-7567 (Don)
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: (other than Applicant) Don & Janiece Novotny — 83897 561st Ave., Norfolk
Name — Address

402-649-7567
Phone — Email

Current Zoning: I-1

General Location/Address: 411 E Whitney Ave. & 1408 S Pine Industrial Rd., Norfolk

Legal Description: parts of Lots 1, 2 & 3, Block 4, Walnut Grove Add. to Norfolk

Tax ID: 590116061, 590116096, & 590116088

Property Area, Square Feet and/or Acres: 62,329 sq. ft.

Sylvia L. Classen
Signature of Owner

Sylvia Classen
Printed Name of Owner

OR

Authorized Agent

Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

Legal Description:

The West Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,

AND

The East Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,

AND

Tract 2 of Classen's Lot Boundary Change of Lot 2 and part of Lots 1 and 3, of Block 4, Walnut Grove Addition to the City of Norfolk, Madison county, Nebraska and part of Vacated Reynolds Street and part of Whitney Avenue as recorded in Cabinet 5 of Plats, page 18D, Madison County, Nebraska more particularly described as follows:

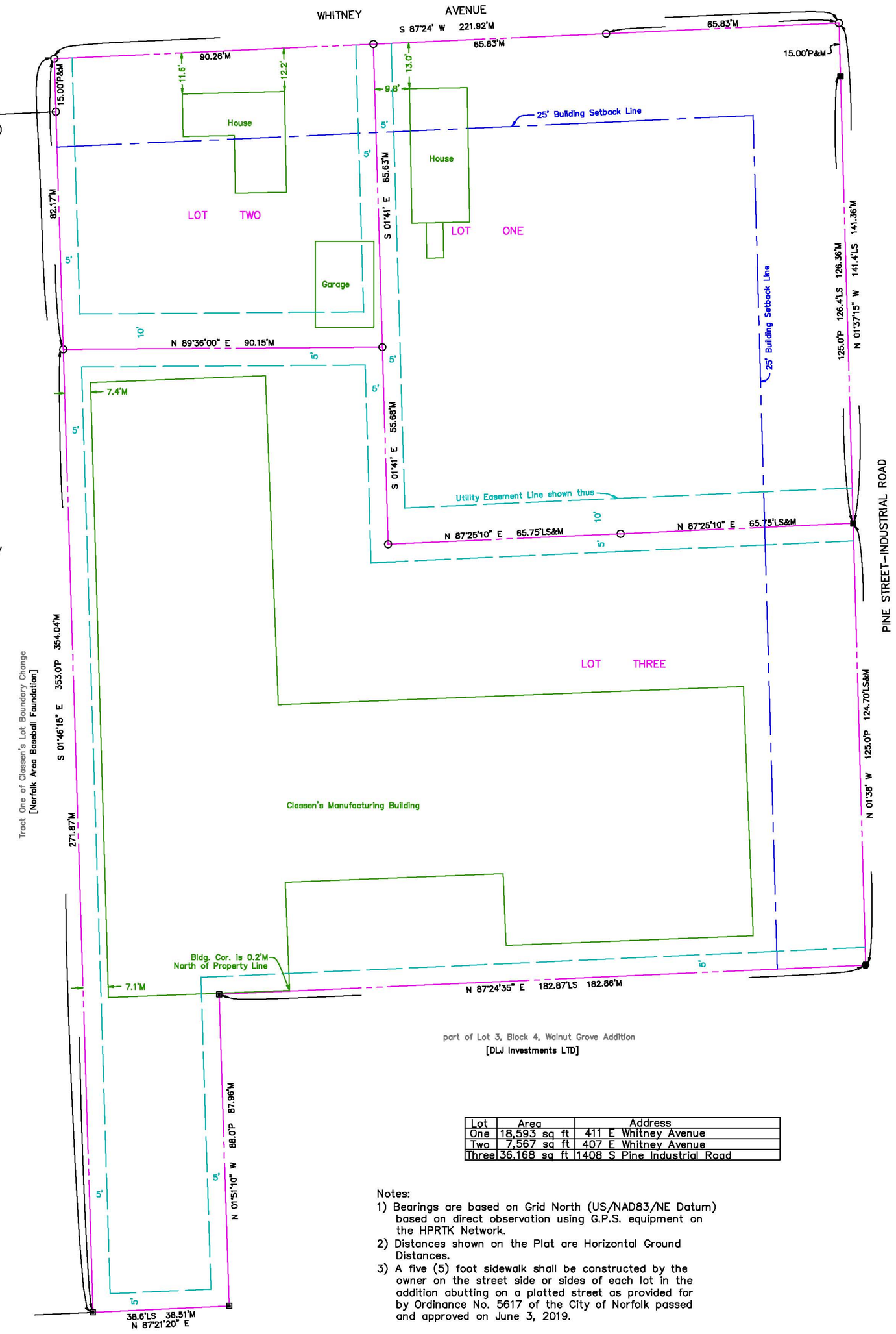
> The West 1/2 of the West 1/2 of Lot 1, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto and excluding therefrom the West 41.4 feet thereof.
>
> AND
>
> The East 1/2 of the West 1/2 of Lot 1, Block 4 of Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto.
>
> AND
>
> Lot 2, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.
>
> AND
>
> The West 80 feet of the North 88.0 feet of Lot 3, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.

NOVOTNY–CLASSEN'S ADDITION
to the City of Norfolk, Madison County, Nebraska

Proj. No.
2020–80

Legend
- ■ Pipe Found
- ▣ Pin Found
- ● Chiseled "X" Found
- O Pin Set
- △ Calc. Point
- LS LaVern F. Schroeder's Previous Dist.
- P Platted Dist.
- M Measured Dist.
- [DLJ Investments LTD] Adjacent Owners as per gWorks (07–24–2020)
- Property Line
- Lot Line
- Easement Line
- Bldg. Setback Line
- Subdivision Line
- Section Line
- R.O.W. Line

20' 0 20'



Lot	Area	Address
One	18,593 sq ft	411 E Whitney Avenue
Two	7,567 sq ft	407 E Whitney Avenue
Three	36,168 sq ft	1408 S Pine Industrial Road

Notes:
1) Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment on the HPRTK Network.
2) Distances shown on the Plat are Horizontal Ground Distances.
3) A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.

Owners Certificate
We, the undersigned, sole owners of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lots One, Two and Three, to be known hereinafter as NOVOTNY–CLASSEN'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of parts of Lots 1, 2, and 3, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and part of vacated Witney Street adjacent thereto; 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.

_____ _____
Donald R. Novotny Janiece L. Novotny

_____ _____
Sylvia Classen a/k/a Sylvia L. Classen Jack Classen, Successor Trustee of The Classen Family Trust

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Donald R. Novotny and Janiece L. Novotny, husband and wife.

My commission expires: _____ _____ (Signature)
_____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Sylvia Classen a/k/a Sylvia L. Classen.

My commission expires: _____ _____ (Signature)
_____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Jack Classen, Successor Trustee of The Classen Family Trust.

My commission expires: _____ _____ (Signature)
_____ (Printed)
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 _____, 2020.

_____
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 _____, 2020.

Attest: _____ _____
Brianna Duerst, City Clerk — Josh Moenning, Mayor

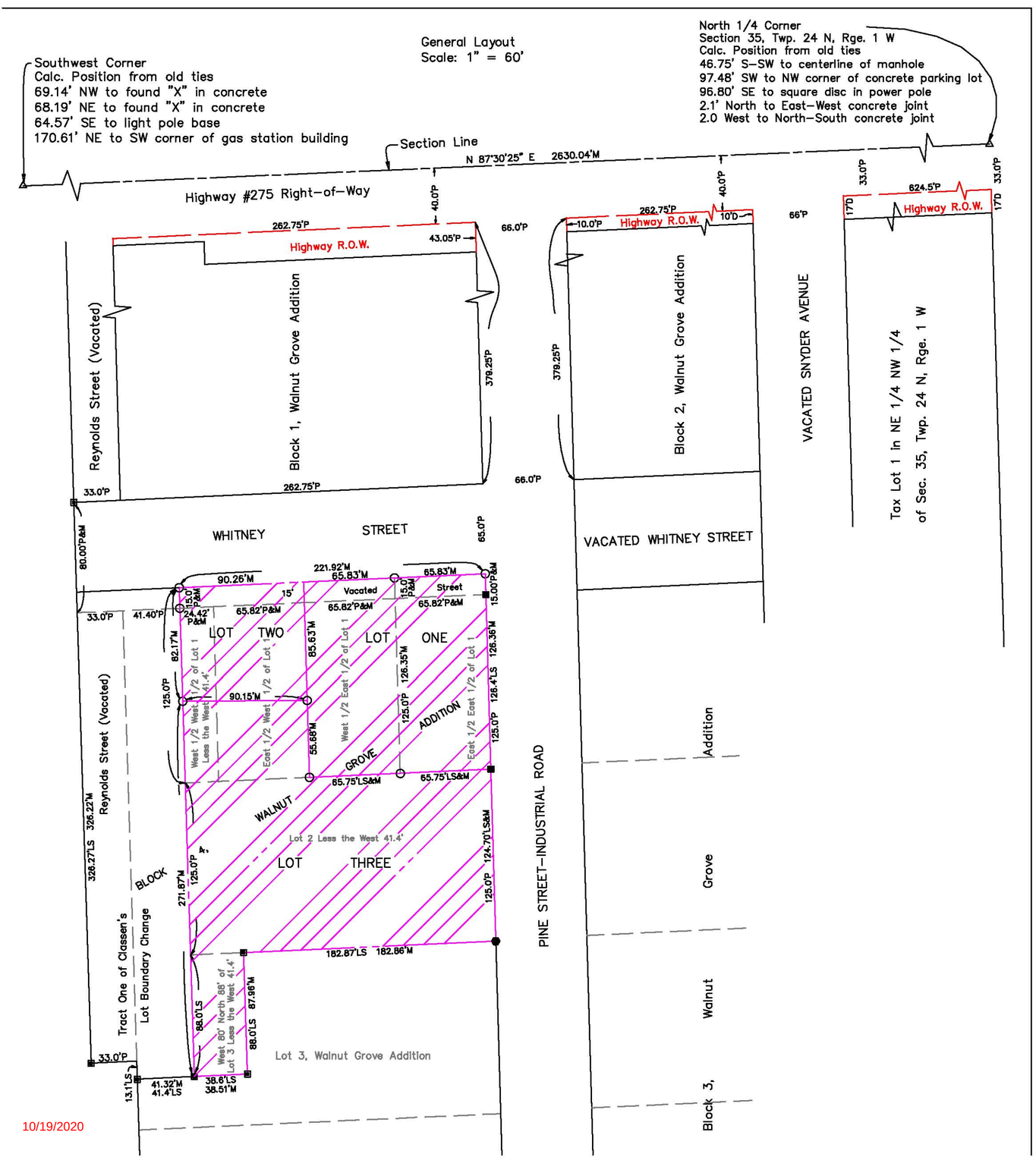
WAIVER
We, Donald R. Novotny & Janiece L. Novotny, Sylvia Classen a/k/a Sylvia L. Classen, and Jack Classen, Successor Trustee of The Classen Family Trust, are the owners of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

_____ _____
Donald R. Novotny Janiece L. Novotny

_____ _____
Sylvia Classen a/k/a Sylvia L. Classen Jack Classen, Successor Trustee of The Classen Family Trust

State of Nebraska)
County of Madison)
This is to certify that this instrument was filed for record by the Register of Deeds Office at _____ __M on this _____ day of _____, 2020.

_____
Diane Nykodym
Register of Deeds



Surveyors Statement
I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of NOVOTNY–CLASSEN'S ADDITION to the City of Norfolk, Madison County, Nebraska, said Addition being a Subdivision of parts of Lots 1, 2, and 3, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and part of vacated Witney Street adjacent thereto; that the Plat attached hereto is the original, accurate, true and correct plat of said NOVOTNY–CLASSEN'S 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 NOVOTNY–CLASSEN'S ADDITION, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said NOVOTNY–CLASSEN'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One, Two and Three at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows:
The West Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,
AND
The East Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,
AND
Tract 2 of Classen's Lot Boundary Change of Lot 2 and part of Lots 1 and 3, of Block 4, Walnut Grove Addition to the City of Norfolk, Madison county, Nebraska and part of Vacated Reynolds Street and part of Whitney Avenue as recorded in Cabinet 5 of Plats, page 18D, Madison County, Nebraska more particularly described as follows:
The West 1/2 of the West 1/2 of Lot 1, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto and excluding therefrom the West 41.4 feet thereof.
AND
The East 1/2 of the West 1/2 of Lot 1, Block 4 of Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto.
AND
Lot 2, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.
AND
The West 80 feet of the North 88.0 feet of Lot 3, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.

I hereby state that I have executed this instrument on this 28th day of September, 2020.

_____
LaVern F. Schroeder
Registered Land Surveyor #312

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

October 6, 2020

Honorable Mayor
and
City Council

Dear Mayor and Council:

On October 6, 2020 the Norfolk Planning Commission reviewed the final plat of Novotny-Classen's Addition.

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

The Planning Commission recommends approval of the final plat with a vote of 6-0.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

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

RESOLUTION NO. 2020-53

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:

The West Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,

AND

The East Half of the East Half of Lot 1, Block 4 Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto,

AND

Tract 2 of Classen's Lot Boundary Change of Lot 2 and part of Lots 1 and 3, of Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and part of Vacated Reynolds Street and part of Whitney Avenue as recorded in Cabinet 5 of Plats, page 18D, Madison County, Nebraska more particularly described as follows:

The West 1/2 of the West 1/2 of Lot 1, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto and excluding therefrom the West 41.4 feet thereof.

AND

The East 1/2 of the West 1/2 of Lot 1, Block 4 of Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska and the South 15.0 feet of vacated Whitney Avenue adjacent thereto.

AND

Lot 2, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.

AND

The West 80 feet of the North 88.0 feet of Lot 3, Block 4, Walnut Grove Addition to the City of Norfolk, Madison County, Nebraska less the West 41.4 feet thereof.

WHEREAS, said property is owned by Donald R. & Janiece L. Novotny, husband and wife; Sylvia Classen a/k/a Sylvia L. Classen; and Jack Classen, Successor Trustee of the Classen Family Trust; and

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

WHEREAS, a plat has 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 Novotny-Classen's Addition to the City of Norfolk, Madison County, Nebraska, 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 _____, 2020.

ATTEST:

_____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

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

For Office Use Only	Date Rec'd 9/28/20 Fee $ 270 88 Rec'd by

SUBDIVISION APPLICATION

Name of Subdivision: Green Meadow 8th Addition

☐ Preliminary ☑ Final

Applicant: Kerry Werner — 84453 539th Ave. Meadow Grove, NE 68752
Name — Address
(402)-649-0769
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: Richard C. Johnson — 1909 Vicki Lane, Suite 100 Norfolk, NE68701
(other than Applicant) Name — Address
(402)-750-5492 — Rjohnson@mwaeng.com
Phone — Email

Current Zoning: R-2 w/P.D. Overlay

General Location/Address: 3106 & 3108 Green Meadow Avenue, Norfolk, NE 68701

Legal Description: Lots 9 and 10, Green Meadow 6th Addition, a Planned Development,
being a Subdivision of Lots 2, 4, and 5, Block 3, Green Meadow Addition to the city of Norfolk, Madison County, Nebraska

Property Area, Square Feet and/or Acres: 18,293 Sq. Ft.

Signature of Owner — OR — Authorized Agent 09-28-20

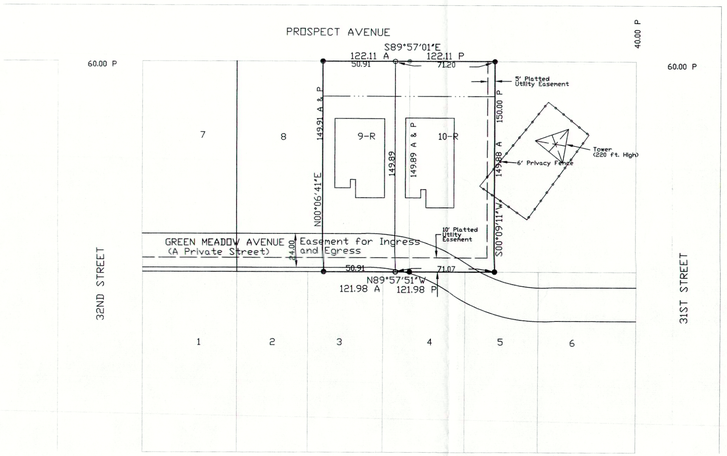
Printed Name of Owner — Richard C. Johnson — Printed Name of Authorized Agent

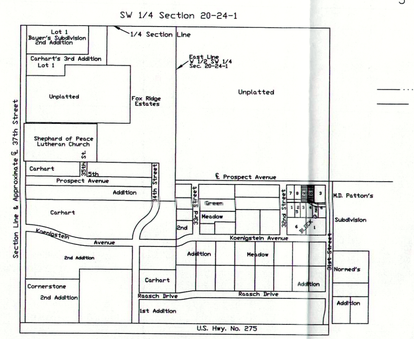
Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

FINAL PLAT

GREEN MEADOW 8TH ADDITION,

BEING A REPLAT OF LOTS 9 AND 10
GREEN MEADOW 6TH ADDITION, A PLANNED DEVELOPMENT
TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA





VICINITY SKETCH
NOT TO SCALE

N

SCALE 1"=50'

LEGEND

●	CORNER FOUND (AS SHOWN)
O	CORNER SET (3/4" IRON PIPE)
A	ACTUAL (MEASURED DIMENSION)
P	PLATTED (RECORDED DIMENSION)
—·—·—	FRONT SETBACK--25'
— — —	UTILITY EASEMENTS
5' SIDE	10' REAR

LOT AREAS	STREET ADDRESSES
LOT 9-R - 7,631 SQ. FT.	LOT 9-R -3108 Green Meadow Avenue
LOT 10-R -10,662 SQ. FT.	LOT 10-R -3106 Green Meadow Avenue

PARCEL NO. 590256014
590256022

NOTE: A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.

SURVEYOR'S CERTIFICATE

I, RICHARD C. JOHNSON, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HAVE DIRECTED AND SUPERVISED THE SURVEY OF LOTS 9 AND 10, GREEN MEADOW 6TH ADDITION, A PLANNED DEVELOPMENT TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AS SHOWN HEREIN.

I HAVE SUBDIVIDED SAID LOTS INTO LOTS 9-R AND 10-R TO BE HEREINAFTER KNOWN AS GREEN MEADOW 8TH ADDITION, BEING A REPLAT OF LOTS 9, AND 10, GREEN MEADOW 6TH ADDITON, A PLANNED DEVELOPMENT TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

I CERTIFY THAT THE PLAT HEREIN IS THE ORIGINAL, ACCURATE AND CORRECT PLAT OF SAID GREEN MEADOW 8TH ADDITION AND THAT SAID PLAT ACCURATELY AND CORRECTLY REFLECTS ALL OF THE LOTS, BLOCKS, ROADS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID ADDITION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF AND MARKED AND ARE DESIGNATED AND SHOWN ON THE PLAT HEREIN.

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

I CERTIFY THAT I HAVE EXECUTED THE ABOVE INSTRUMENT THIS _____ DAY OF _____, 2020.

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

CONSENT OF LIEN HOLDER

WE, MADISON COUNTY BANK, ARE THE LIEN HOLDER ON LOT 9, GREEN MEADOW 6TH ADDITION, A PLANNED DEVELOPMENT, TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, AND WE DO AGREE AND CONSENT TO THE FINAL PLAT OF GREEN MEADOW 8TH ADDITON , AS SHOWN HEREIN.

MADISON COUNTY BANK

SIGNATURE

TITLE

ACKNOWLEDGEMENT OF NOTARY

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

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020.
BY _____, _____ OF MADISON COUNTY BANK.

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

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

APPROVAL

THE FOREGOING AND WITHIN PLAT, APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA THIS_____ DAY OF _____, 2020.

ATTEST:

BRIANNA DUERST, CLERK

JOSH MOENNING, MAYOR

APPROVAL

THE FOREGOING AND WITHIN PLAT APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA THIS _____ DAY OF _____, 2020.

DAN SPRAY, CHAIRMAN

APPROVAL

THE FOREGOING AND WITHIN PLAT HAS BEEN REVIEWED BY THE CITY OF NORFOLK, ZONING OFFICIAL AND IS FOUND TO BE IN COMPLIANCE WITH THE PLANNED DEVELOPMENT OVERLAY FOR GREEN MEADOW 6TH ADDITON, A PLANNED DEVELOPMENT TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

VALERIE GRIMES, ZONING OFFICIAL, CITY OF NORFOLK

OWNERS' CERTIFICATE AND WAIVER

WE, KERRY WERNER AND BARBARA WERNER, HUSBAND AND WIFE, ARE THE SOLE OWNERS OF LOTS 9 AND 10, GREEN MEADOW 6TH ADDITION, A PLANNED DEVELOPMENT, TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND WE HAVE CAUSED TO BE MADE A SURVEY AND PLAT OF SAID LOTS AS SHOWN HEREIN. SAID TRACT OF LAND SHALL BE HEREINAFTER KNOWN AS GREEN MEADOW 8TH 8TH ADDITION, BEING A SUBDIVISION OF LOTS 9 10, GREEN MEADOW ADDITION 6TH ADDITION, A PLANNED DEVELOPMENT TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

WE HEREBY WAIVE ANY RIGHT TO CLAIMS AS A RESULT OF DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR ALTERATIONS OF THE SURFACE OF ANY PORTION OF STREETS AND ALLEYS TO CONFORM TO ESTABLISHED GRADES.

DATED THIS _____ DAY OF _____, 2020.

KERRY WERNER

BARBARA WERNER

ACKNOWLEDGMENT OF NOTARY

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

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2020.
BY KERRY WERNER AND BARBARA WERNER, HUSBAND AND WIFE.

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

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

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

October 6, 2020

Honorable Mayor
and
City Council

Dear Mayor and Council:

On October 6, 2020 the Norfolk Planning Commission reviewed the final plat of Green Meadow 8th Addition.

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

The Planning Commission recommends approval of the final plat with a vote of 6-0.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

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

RESOLUTION NO. 2020-54

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:

Lots 9 and 10, Green Meadow 6th Addition, a Planned Development being a Subdivision of Lots 2, 4 and 5, Block 3, Green Meadows Addition to the City of Norfolk, Madison County, Nebraska

WHEREAS, said property is owned by Kerry and Barbara Werner, husband and wife; and

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

WHEREAS, a plat has 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 GREEN MEADOW 8TH ADDITION, BEING A REPLAT OF LOTS 9 AND 10 GREEN MEADOW 6TH ADDITION, A PLANNED DEVELOPMENT TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, 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 _____, 2020.

ATTEST:

_____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

RESOLUTION NO. 2020-55

WHEREAS, the Mayor and City Council of the City of Norfolk, Nebraska, approved Resolution No. 2020-45 on September 8, 2020 setting the property tax levy rates for fiscal year 2020-2021; and

WHEREAS, the correct property tax levy rates were listed in the public notice published in the Norfolk Daily News on September 2, 2020; and

WHEREAS, Resolution 2020-45 approved September 8, 2020 contained incorrect property levy rates for the General Fund and Debt Service Fund; and

WHEREAS, the Madison County Clerk was notified the property tax levy rates published in the Norfolk Daily News are correct.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska,

Section 1. The 2020-2021 General Fund property tax levy rate is .209537 per $100 of assessed valuation.

Section 2. The 2020-2021 Debt Service Fund property tax levy rate is .045974 per $100 of assessed valuation.

PASSED AND APPROVED this _____ day of _____, 2020.

ATTEST:

_____ _____

Brianna Duerst, City Clerk Josh Moenning, Mayor

(SEAL)

Approved as to form: _____

Danielle Myers-Noelle, City Attorney

INTERLOCAL COOPERATION AGREEMENT
FOR
LAND MOBILE RADIO ASSET SHARING

This interlocal cooperation agreement is between the NEBRASKA OFFICE OF THE CHIEF INFORMATION OFFICER, an agency of the State of Nebraska ("**OCIO**"), the NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("**NPPD**"); (OCIO and NPPD are collectively referred to as the "**System Operating Group**"), and the CITY OF NORFOLK, a municipal corporation of the State of Nebraska ("**CITY**").

Recitals:

WHEREAS, pursuant to an interlocal cooperation agreement, OCIO and NPPD jointly own and operate a land mobile radio system known as the Statewide Radio System (the "**SRS**"); and

WHEREAS, the SRS is jointly operated and maintained by OCIO and NPPD through participation in an operational entity known as the System Operating Group; and

WHEREAS, CITY owns and operates a land mobile radio system serving its users; and

WHEREAS, pursuant to the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 through 13-827), the parties have determined that it is in the best interest of the public to enter into this agreement for the purpose of sharing certain land mobile radio assets.

NOW, THEREFORE, the parties agree as follows:

1. **Asset Sharing.**

(a) The System Operating Group will allow CITY and its users to operate on the SRS. Use of the SRS is subject to the terms contained in the Statewide Radio System Infrastructure Sharing service description in the service catalog linked at https://cio.nebraska.gov/legal/.

(b) CITY will allow the System Operating Group and its users to operate on CITY's land mobile radio system.

(c) The parties agree that the sharing of these assets will be at no cost to either party. CITY is responsible for the costs of connecting its land mobile radio system to the SRS.

(d) The parties may add or replace subscriber equipment, towers, RF channels, consoles, and any other related infrastructure the owning or controlling party deems necessary or appropriate without consent from the other party, but such additions or replacements will be coordinated with the other party in such a manner so as to minimize interference with or interruption of the use of the equipment or other assets. Each party will be responsible for maintaining their applicable licenses or other authorizations necessary to operate their respective assets.

(e) Each party will be responsible for their own costs associated with execution and operation of this agreement, and no party will gain or acquire an ownership or equitable interest in the equipment or assets of the other party as a result of this agreement.

(f) Each party shall be responsible for compliance with all applicable laws, rules, regulations, ordinances, adjudications, and orders of the Federal Communications Commission and shall cooperate with each other to maintain such compliance.

2. **Termination.** The parties may terminate this agreement at any time for any reason upon 180 days' written notice to the other party prior to termination. In the event of termination, all sharing of assets will cease on the date of termination and Any equipment or asset owned by one party that is in the possession of the other party will be returned to the owner prior to termination.

3. **Agreement Administrator.** The OCIO's IT Manager for Public Safety Communications is the agreement administrator for purposes of Neb. Rev. Stat. § 13-804(4)(a).

4. **Amendment.** Any amendment to this agreement must be made in writing and signed by a duly authorized representative of each party.

5. **Relationship of the Parties.** The parties are not creating a separate legal or administrative entity. The parties are not creating a joint entity. The parties are not joint employers for any purpose under this agreement, and each party will be solely responsible for all wages, benefits, workers' compensation coverage (or self-insurance), other insurance coverage, or other costs of or compensation to its respective employees, agents or subcontractors. Each party is responsible for the acts or omissions of its own officers, employees, subcontractors or any agent in connection with the performance of this agreement.

6. **Real and Personal Property.** Each party will maintain ownership and control over all real and personal property currently owned or controlled by such party. In no event will any asset sharing granted by this agreement constitute a conveyance or participation in ownership or control of such property. The parties will not jointly purchase any real or personal property as part of this agreement. At the time of termination of this agreement, each party may dispose of its real and personal property in accordance with the party's own disposal procedures.

7. **Non-Discrimination.** In accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 through 48-1125), the parties agree that they, and their subcontractors, will not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.

8. **Governing Law.** This agreement will be governed, construed, and enforced in accordance with the laws of the State of Nebraska.

9. **Counterparts.** This agreement may be signed in counterparts, each of which may be deemed an original but all of which constitute one and the same instrument.

10. **Effective Date.** This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it.

[SIGNATURE PAGE FOLLOWS]

NOW THEREFORE, each party hereby signs this agreement pursuant to lawful authority on the date indicated.

System Operating Group

NEBRASKA OFFICE OF THE CHIEF INFORMATION OFFICER

Date: _____ By: _____

Ed Toner
Chief Information Officer

NEBRASKA PUBLIC POWER DISTRICT

Date: _____ By: _____

_____

Title: _____

MUNICIPAL CORPORATION

CITY OF NORFOLK

Date: _____ By: _____

_____

Title: _____

--

Version: ICA-LMRAS_20-07

"EXTRA MILE DAY"
PROCLAMATION

WHEREAS, the City of Norfolk, Nebraska is a community that acknowledges that a special vibrancy exists within the entire community when individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, the City of Norfolk, Nebraska is a community that encourages citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Norfolk, Nebraska is a community that chooses to shine a light on and celebrate individuals and organizations within the community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Norfolk, Nebraska acknowledges the mission of the Extra Mile America Foundation to create 500 Extra Mile cities and states in America and is proud to support "Extra Mile Day" on November 1, 2020.

NOW THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, do hereby proclaim November 1, 2020 as:

"EXTRA MILE DAY"

in the City of Norfolk, Nebraska, and urge each individual in our community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

_____ October 19, 2020
Mayor

SEAL

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

For Office Use Only	Date Rec'd 9/14/2020 Fee $_____ Rec'd by EJ

ZONING CHANGE APPLICATION

Applicant: RE Properties LLC — PO Box 2047 Norfolk, NE 68702
Name — Address

402-649-2357 — Scott@sealandboats.com
Phone — Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: Scott D. Stevens — 802 Eastridge Street Norfolk NE 68701
(other than applicant) Name — Address

402-649-2357 — Scott@sealandboats.com
Phone — Email

Current Zoning: I 1 **Proposed Zoning:** C-3

Location of Property: 1102 Riverside Blvd Norfolk, NE 68701

Legal Description: See Attached

Property Area, Square feet and/or Acres: Property sits on 3 Acres

Use of Adjoining Properties:

North: Old Home Bread East: River South: Fuel Station West: Street Riverside Blvd

Signature of Owner — OR — Authorized Agent

Scott D. Stevens
Printed Name of Owner

Scott D. Stevens
Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 2018

City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
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P402-844-2280 F402-844-2028
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ZONING CHANGE
JUSTIFICATION FORM

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?
The plan is recommending this area to be commerical zoned.

2. Does the zone change request conform to the Comprehensive Plan?
YES I1 to C3

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?
NO

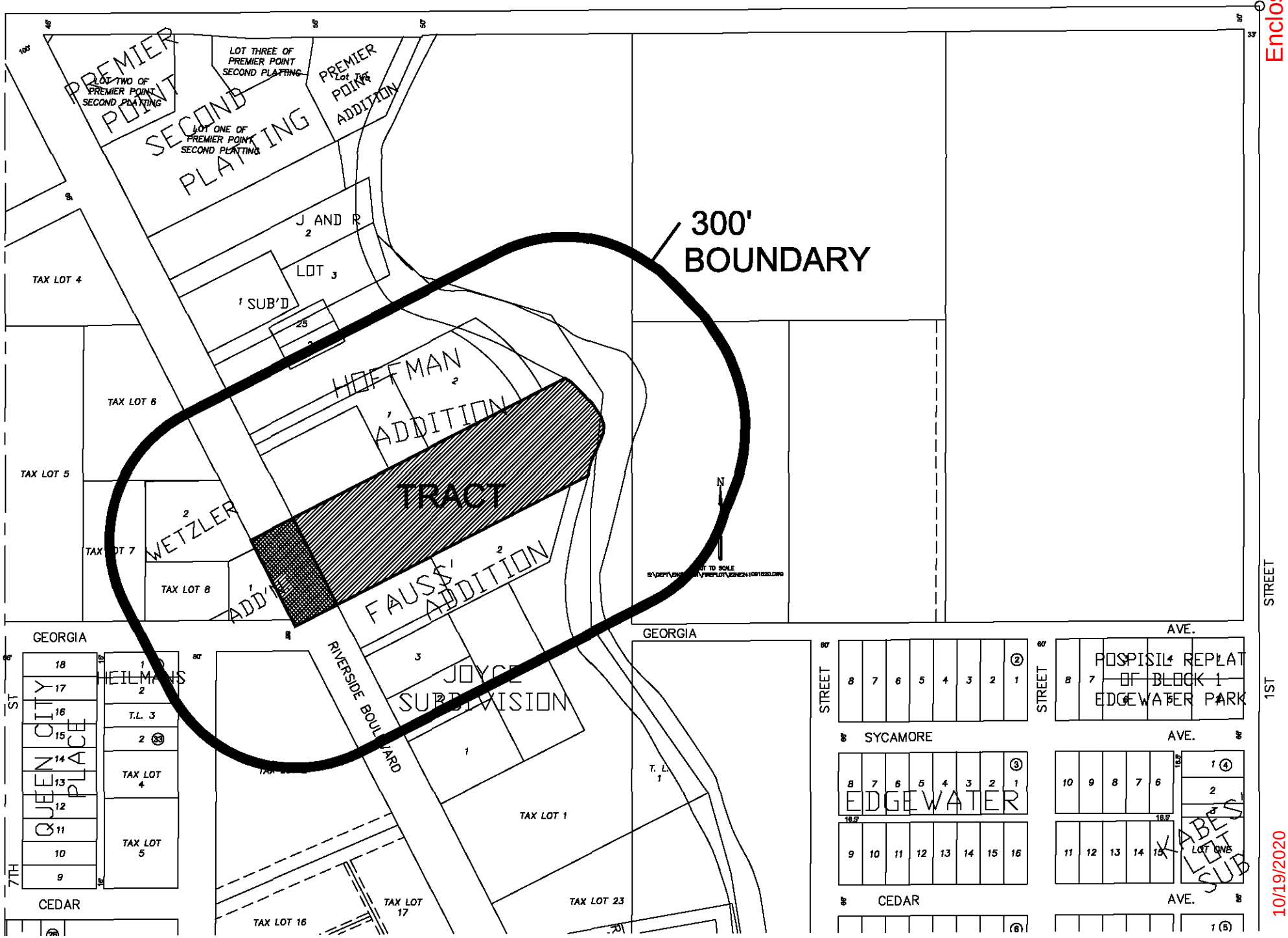
4. What is the justification for the zone change as it relates to the overall Land Use?
Want to make building an Event Venue

5. How would this zoning district conform with adjacent properties' zoning?
Yes. It will as the area gets rezoned to C3 as the comp Plan moves forward

6. What is the general character of the area?
Entertainment

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?
Yes. on Riverside

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018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PREMIER POINT ADDITION
J AND R
LOT 3
SUB'D
HOFFMAN ADDITION
WETZLER
ADD'N
FAUSS' ADDITION
JOYCE SUBDIVISION
RIVERSIDE BOULEVARD
TAX LOT 1
TAX LOT 4
TAX LOT 5
TAX LOT 6
TAX LOT 7
TAX LOT 8
TAX LOT 16
TAX LOT 17
TAX LOT 23
GEORGIA
CEDAR
7TH ST
QUEEN CITY PLACE
HEILMANS
T.L. 3
TAX LOT 4
TAX LOT 5
SYCAMORE
EDGEWATER
POSPISIL REPLAT OF BLOCK 1 EDGEWATER PARK
KABES LOT SUB
LOT ONE
STREET
AVE.
1ST STREET
N

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October 6, 2020

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on October 6, 2020 at the request of RE Properties, LLC, to consider a zoning change from I-1 (Light Industrial District) to C-3 (Service Commercial District) on property addressed as 1102 Riverside Boulevard.

The Planning Commission recommends approval of the request with a 6-0 vote.

Sincerely,

Dan Spray, Chairman
Norfolk Planning Commission

ORDINANCE NO. 5697

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:

The Southerly 200 feet of the following described premises, to-wit: A parcel of land lying wholly within Tax Lot 2 of the NW1/4 NE1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Commencing at a point on the East side of Riverside Boulevard 720 feet Northwest of the Northwest corner of Tax Lot 23 in the SW1/4 NE1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; thence along the East side of Riverside Boulevard in a Northwesterly direction a distance of 400 feet; thence at an angle of 90°00' in a Northeasterly direction a distance of 504 feet to the Westerly bank of the North Fork of the Elkhorn River where an iron pipe was placed as a witness corner; thence continuing a distance of 50 feet to the center of the River; thence in a Southeasterly direction along the center of the River to a point Northeast of the point of beginning; thence paralleling the North line of subject parcel of land in a Southwesterly direction a distance of 50 feet to the Westerly bank of the river, where an iron pipe was place as a witness corner; thence continuing in the same Southwesterly direction a distance of 555.3 feet to the point of beginning.

is hereby changed to C-3 (Service Commercial 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 _____, 2020.

_____
Josh Moenning, Mayor

ATTEST:

_____
Brianna Duerst, City Clerk

(SEAL)

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

City of Norfolk, Nebraska
CONTRACT FOR CONSTRUCTION DESIGN SERVICES

THIS CONTRACT, is between the **City of Norfolk, Nebraska,** a Municipal Corporation (City) and

Olsson, Inc.,

a corporation of the state of Nebraska,

with a place of business at: Grand Island, NE

Phone: 308-384-8750
Fax: 308-384-8752
Fed EIN # 47-0781766
Email: jbaxter@olsson.com

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Engineer to perform engineering and related professional services hereinafter outlined in connection with

Sanitary Sewer Rehabilitation - 2020

SECTION I — SCOPE OF SERVICES
The Engineer agrees to timely and professionally complete, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in Scope of Services, attached hereto. Such services may also be referred to as "the Work." Supplemental services as may be authorized by the City will be included in an amendment to this Agreement.

SECTION II — COMPENSATION
For the services covered by this Contract, the City agrees to pay the Engineer as follows:

A. **Basic Services.** Engineer shall be paid the hourly rates set forth in the Fee Schedule attached hereto and the total of all fees and allowed actual expenses shall not be exceeded without written consent of the City.

B. **Supplemental Services.** Engineer shall be paid the compensation set forth in the Fee Schedule for supplemental services, plus all allowed actual expenses for supplemental services. A maximum amount for each item of supplemental services will be established in the Fee Schedule attached to the amendment. Supplemental services are not included in any of the prices or billing limits named above.

C. **Cost Overruns.** The Engineer is responsible for determining if its actual fees or expenses will exceed the maximum amount stated above. If at any time during this Project, the Engineer determines that its fees or expenses will exceed, or have exceeded the maximum amount stated above, the Engineer must immediately notify the City in writing and describe which fees or expenses are causing the overrun and the reason. The Engineer must also estimate the additional fees or expenses needed to complete the work. The City will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Project needs to be modified or terminated. An amendment will be prepared if needed.

D. **Notice to Proceed.** The City is not responsible for fees or expenses incurred either prior to the Notice-to-Proceed date or after the completion deadline date stated in the Work Schedule attached to this agreement, unless otherwise set forth in this Agreement.

E. **Invoices.** The Engineer shall submit invoices to the City at monthly intervals unless otherwise agreed upon by the City and the Engineer. The invoices must present activities of the Engineer showing not less than actual hours worked, hourly rates applied, and actual expenses incurred. All invoices shall be in a format acceptable to the City. For supplemental services, an invoice shall be submitted showing the activities involved in the supplemental service with a calculation of the fees and actual expenses in accordance with the fee and actual expense structure for supplemental services set forth in Attachment A and all invoices shall be in a format acceptable to the City.

F. **Progress Reports.** Invoices must be substantiated by progress reports which indicate the percentage of work completed. If the Engineer does not submit a monthly invoice, then no progress report is required. The Engineer shall provide a progress report within a reasonable time after a request for such report by the City, separate and apart from the billing process.

G. **Payment.** The City shall pay the Engineer within 30 days of approval of the Engineer's invoices. The City may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and hourly fees. After the Engineer has completed all work required under this Agreement, a final invoice shall be submitted to the City. Upon acceptance of the Work by the City and final payment is made, an audit of all invoiced amounts may be completed by the City or its authorized representative.

H. **Final Payment.** The acceptance by the Engineer of the final payment will constitute and operate as a release to the City for all claims and liability of the Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this Agreement or any part thereof. The Engineer agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.

I. **Audit Standards.** The Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the state or federal governments and, when requested, the Engineer shall furnish copies.

SECTION III — CITY'S RESPONSIBILITIES

The City will furnish, as required for the work and not at the expense of the Engineer, the following items:

A. All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract, including existing surveys, maps, and boring information for the site. Such information is supplied "where is – as is" for the Engineer's review. Engineer must identify and specifically request available information by itemized request with sufficient detail to identify existing documents. The City does not warrant or represent that such information is accurate or complete with regard to the Project. Engineer understands and agrees that Engineer is not entitled to rely upon the available information provided by the City as such information may contain errors, omissions, misrepresentations, uncharacteristic representations or other inconsistencies including inconsistencies or changed conditions that may not be readily discernable but should be reasonably discovered by the Engineer's exercise of due care.

B. Access to public and private property, as necessary, when required in conduct of field investigations.

C. Charges for review of drawings and specifications by governmental agencies, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

A. **Termination.** The City has the right to terminate this contract for any cause, including but not limited to, breach of this Agreement or convenience in which event the Engineer shall be paid for the accepted work completed to the date of termination. The ownership of the work completed at the time of such termination shall be retained by the City. In addition, the City may terminate this agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City.

B. **Change in Scope.** A change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be as may be mutually agreed upon between the parties hereto prior to the implementation of such change in scope.

C. **Project Representatives. John Cahill** will act as the City's Authorized Representative for this Project and **Joe Baxter** will act as the Engineer's authorized representative. The Engineer's authorized representative shall have direct and responsible charge for timely completing the Engineer's responsibilities. All changes and other matters requiring decisions on the part of the City will be administered and directed by the City's Authorized Representative.

D. **Cost Estimates.** Engineer represents that construction estimates are done to industry standards and comply with City of Norfolk Standard Specifications for the current year in which the contract is signed, as amended, using unit prices where possible. Engineer does not warrant that engineer bids will be acceptable to the City.

E. **City's Concerns.** The Engineer shall fully and timely respond to all concerns and comments the City has regarding the design documents.

F. **Signatures and Approvals.** Engineer's design documents shall be complete for bidding purposes and include all required seals, signatures and approvals.

G. **Construction Phase Changes.** Engineer may only authorize changes in the Work not involving changes to the Contract Sum or Contract Time, and only after reasonable written notice to the City. All other changes must be approved by the City in a written change order or amendment to this Agreement.

H. **Advisory Capacity for Disputes.** In disputes between the City and a Contractor, the Engineer shall advise the City on issues concerning performance under the contract documents.

I. **Ownership of Drawings and Specifications.** Drawings in portable document format and the CADD files, specifications, and other deliverables ("information") shall become the property of the City as soon as payment for the same has been completed. The Engineer may retain copies of all information for their records and use if they so desire. It is mutually agreed that the information is to be used by the City solely in connection with this Project. In the event the City elects to use portions of or all of the information contained in the documents prepared for this Project, for any purpose other than the specific purpose for which they were prepared, the City agrees to hold harmless and indemnify the Engineer for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.

J. **Engineer's Supervision; Seal.** The Engineer shall perform all required services under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. The Engineer, also, hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.

K. **Independent Engineer.** The status of Engineer including Engineer's agents and employees, under or by virtue of the terms of this Contract, is that of independent contractor to the City.

L. **Compliance with Law.** Engineer shall comply with all Federal and State laws and City ordinances applicable to the Project.

M. **Fair Employment Practices.** Neither the Engineer nor the Engineer's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1998 (as amended) and Section 11.08.160 of the Norfolk Municipal Code (as amended).

N. **Insurance.** Engineer shall carry insurance in the following kinds and minimum limit indicated:

1. Insurance: Coverage

The engineer shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Engineer's insurer and will be no more than $50,000.00 per occurrence, unless otherwise agreed upon by the City.

1.1 Workers' Compensation

The Engineer shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Engineer shall provide the City with an endorsement for waiver of subrogation in favor of the City. The engineer shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.2 Commercial General Liability

The Engineer shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than $1,000,000 Each Occurrence and $2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the engineer shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Engineer" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

1.3 Automobile Liability

The Engineer shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

1.4 Professional Liability: Errors and Omissions

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Engineer in the performance of this Agreement, with a liability limit of not less than $1,000,000 each claim. Engineer shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Engineer.

1.5 Cyber Insurance

If required by the City, the Engineer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000.00. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

2. Additional Insured

An Additional Insured endorsement, or other proof that is acceptable to the City, shall be provided to City naming City as additional insured under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City being secondary or excess.**

3. Certificates

The Engineer shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Engineer shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the City within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Engineer shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

4. Umbrella or Excess Liability

The Engineer may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A: VII unless specific approval has been granted otherwise.

6. Indemnification

To the fullest extent permitted by law the Engineer shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Engineer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Engineer shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section.

7. Reservation of Rights

The City reserves the right to require a higher limit of insurance or additional coverages when the City determines that a higher limit or additional coverage is required to protect the City or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City.

O. **Copyrights, Royalties & Patents.** Without exception, Engineer represents the consideration for this agreement includes Engineer's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement except those required to be paid by construction engineers as part of the construction contract. Further Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement. This section survives any termination of this agreement.

P. **Copyright -- Engineer's Warranty.**

1. Engineer warrants that all material, processes, or other protected rights to be used in the Services have been duly licensed or authorized by the appropriate parties for such use. This section survives any termination of this agreement.
2. Engineer agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Engineer agrees that the City may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization. Engineer shall defend any infringement claim arising out of Engineer's performance of this agreement. This section survives any termination of this agreement.

Q. **Industry Standards.** Engineer warrants to the City that the services to be performed under this agreement shall be in accordance with accepted and established practices and procedures recognized as such in Engineer's trade in general and that Engineer's services shall conform to the requirements of this agreement.

R. **Nebraska Law.** This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

S. **Integration, Amendment & Assignment.** This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. This agreement may be amended only by written agreement of both parties. Any subletting, assignment or transfer of any services to be performed by the Engineer is hereby prohibited unless prior written consent of the City is obtained. This contract shall be binding upon the successors and assigns of the parties hereto.

T. **Capacity.** The undersigned person representing Engineer does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Engineer to this agreement.

U. **E-Verify.** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the engineer agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Engineer shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The engineer shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

V. **Title VI Non-Discrimination Program.** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made

a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to the contractor under the contract until the contractor complies, and/or (b) cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

W. **Audit Provision.** The Engineer shall be subject to audit and shall make available to a contract auditor copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

IN WITNESS WHEREOF, City and Engineer do hereby execute this agreement.

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

By: _____

Josh Moenning, Mayor

Attest;

_____

Brianna Duerst, City Clerk

ENGINEER

Signature: _____

Printed: Joe Baxter

Title: Senior Project Manager

Signature: _____

Printed: Jeff Palik

Title: Office Leader

SCOPE OF SERVICES

The project generally consists of the rehabilitation of approximately 4,500 LF of existing 30" and 36" sanitary sewer that runs from Omaha Avenue near and along 4th Street to Monroe Avenue. See attached exhibit.

PHASE 100: PROJECT MANAGEMENT
Olsson shall coordinate meetings and establish schedules with the Client to ensure timely Project advancement. Tasks performed under this phase of the work shall include the following:

Task 101: **Project Initiation Meeting** - Meet with the Client, conduct a site visit, and discuss project specifics and prerequisites. Specific project personnel will be identified, and channels of communication will be established. Contractual matters will be addressed as required.

Task 102: **Project Design Coordination** – Day to day coordination and correspondence with parties of interest to insure timely project advancement and progress updates. Olsson will also coordinate with Johnson Service Company on completing the sewer video inspection of the project alignment.

Task 103: **Meetings with Owner** – Olsson will meet with the Client to discuss the development of the plans and specifications. A total of two meetings are anticipated. The anticipated meetings are a 30% review meeting and a 90% review meeting.

Task 104: **City Council Meeting** – Olsson anticipates one meeting to present the project to City Council or Sub-committee.

PHASE 500: TOPOGRAPHIC SURVEY
Olsson shall complete items associated with the topographic survey for the project. Tasks to be completed include:

Task 501: **Locate Existing Utilities** - Olsson shall contact the Diggers Hotline of Nebraska to request the location and size of any existing underground conduits or cables along the proposed projects alignment. Olsson shall have the horizontal location of the known existing utilities located in the field and incorporate this information into the project drawings as required. Utility locations will be based solely on information provided by the respective utilities; no exploratory excavation is included.

Task 502: **Establish Control and Survey** – Olsson shall establish control points with known vertical and horizontal coordinates. Olsson shall perform topographic survey along the proposed improvements within the project area. The survey items that will be obtained are existing utilities, manhole rim, and manhole flowline. Photographs of the manholes will also be obtained.

Task 503: **Reduce Survey & Cleanup Drawing** – From the information collected in the survey, Olsson shall produce a topographic drawing of the project area in AutoCad format.

PHASE 510: PRELIMINARY DESIGN

Olsson shall complete the items associated with the preliminary design for the project to get the project to the approximate 30% design completion level. Tasks performed under this phase of the work shall include the following:

Task 511: **Preliminary Design** – Olsson shall complete the following items regarding the preliminary design:

- Evaluate video inspection of existing sanitary sewer lines
- Evaluate existing manholes
- Evaluate existing sanitary sewer flows and project future sanitary sewer flows
- Coordinate with the Nebraska Central Railroad on restrictions and options for the rehabilitation of the lines within the railroad right-of-way.
- Determine options and estimate costs for the rehabilitation of the existing sanitary sewer.
- Evaluate the life cycle costs for the different options.

A Design Memorandum will be prepared summarizing the items completed in the preliminary design and reviewed with the City. The design memorandum will include preliminary Engineer's Opinion of Probable Costs for the recommended improvements. Once approved by the City, the design memorandum will serve as the basis for the final design of the sanitary sewer line rehabilitation.

PHASE 520 – DESIGN

Olsson shall prepare a set of plans and specifications that can be used as bid and construction documents based on the items outlined in the design memorandum that will allow the project to be competitively bid and constructed. The tasks performed shall include:

Task 522: **Prepare Plans & Specifications** – Olsson shall prepare plan sheets, technical specifications, and front-end documents for the proposed project based on the project components outlined in the approved design memorandum. The main plan sheets that will be prepared are:

- General sheets
- Sanitary Sewer main plan and profile sheets
- Bypass pumping plan sheet
- Traffic control plans
- Detail sheets

Note: The recommended improvements are anticipated to be a combination of cured-in-place pipe installation (CIPP), slip lining, and spot repairs. Complete replacement of the pipe is not anticipated and was not factored into the fees for survey and design. If complete replacement of portions or all of the project alignment is required than additional fees may be needed to complete the survey and design.

Task 523: **QA/QC Review** – A review of the Plans and Specifications will be conducted internally for Quality Assurance at the 30% design and 90% design levels.

Task 524: **Prepare Cost Opinion** - A final opinion of probable construction cost shall be prepared, based upon the information in the plans and specifications and presented to the Client.

PHASE 530 – PROJECT PERMITTING
Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. It is assumed that the existing sanitary sewer line is permitted to be located on Nebraska Central Railroad right-of-way. The tasks performed shall include:

Task 531: **Nebraska Department of Environment and Energy (NDEE) Construction Permit** - Olsson will submit the approved plans and specifications to NDEE for review and shall respond to NDEE comments. The Client shall be responsible for any review fees.

PHASE 605. BID PHASE SERVICES
Olsson shall assist the Client in bidding the project. The tasks shall include:

Task 606: **Prepare and Distribute Bid Documents** - Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Olsson shall maintain a list of current holders of bid documents. Client to be responsible for advertising costs.

Task 607: **Answer Bidder Questions -** Olsson shall answer bidder's questions regarding the construction documents.

Task 608: **Prepare Addenda** - Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

Task 609: **Attend Bid Opening –** Olsson shall attend bid opening to assist Client in opening bids.

Task 610: **Evaluate Bids / Recommend Award** - Olsson shall evaluate the bids and qualifications of the bidders and provide a recommendation of award to the Client.

PHASE 620 – CONSTRUCTION ADMINISTRATION SERVICES
(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 640. CONSTRUCTION OBSERVATION SERVICES
(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

PHASE 660. PROJECT CLOSE-OUT
(Scope and fees for this phase shall be negotiated with Client after award of the construction contract and shall be established via a "Contract Amendment" to this contract.)

SCHEDULE AND FEE SCHEDULE

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date:	October 12, 2020
Anticipated Design Completion Date:	February 18, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

Fee Schedule

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the Project times a factor of 3.085 and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed $52,221.00.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.58/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change

Sewer Lining Map

Norfolk Nebraska

September 28, 2020

Mr. Steven Rames
Director, Public Works
City of Norfolk, Nebraska
309 N. 5th Street
Norfolk, NE 68701

RE: REQUEST FOR ADDITIONAL SERVICES NO.1 / NORFOLK WAYFINDING ASSESSMENT
PHASE 2 / DESIGN DEVELOPMENT, PLANNING DOCUMENTATION

Dear Steve,

As we have discussed, with the completion of the Wayfinding Analysis and Schematic Design, we can move onto the Design, Planning and Documentation phase of the project. The Master Plan provides a solid understanding of the issues and scope of the project and based on this information we have developed the following Methodology and Compensation to complete the project through to Documentation.

Please review the following service plan and tasks and let me know if you have any questions. I can adjust the scope and fee as necessary.

SCOPE OF WORK

PHASE I	**Task 1**	**Wayfinding Analysis**	**(completed January 2020)**
	Task 2:	**Schematic Design**	**(completed January 2020)**

Based on the Norfolk Wayfinding Analysis and approved Schematic Designs the following tasks will be completed during Phase II.

PHASE II: DESIGN & PLANNING

Task 3 Sign Location Plans & Message Schedule (Parking Signage Only)

For this effort only the following sign types will be planned:

- Parking Directional Signs
- Parking Lot Identification

Task 3.1 Prepare preliminary sign location plans and typical messages.

Task 3.2 Optional: Site check (drive by) locations for appropriateness, available space, and general conditions. Note: this does not include detailed field mark-outs. (Not In Contract)

MERJE
Suite 208
120 N. Church Street
West Chester, PA 19380
T 484.266.0648
merjedesign.com

Task 3.3 Preliminary Submittal of a message schedule and sign location plans for review and approval by city representatives and (Submittal #1). Client internal review only.

The Message Schedule shall also includes notes indicating which existing wayfinding signs need to be removed, replaced or relocated.

Task 3.4 Secondary Submittal, revise message schedule and sign location plan for review and approval by city representatives and each destination. (Submittal #2). Client internal review only.

Task 3.5 Submit revised Sign Location Plans to Client representatives and other required agencies.

Step 3 Deliverables: Based on working meetings and field surveys a sign location plan and message schedule will be developed (and submitted for final approval.

Task 4 Design Development (Full Program)

The following sign types will be developed to reflect the approved schematic design and establish the overall design intent for the full wayfinding program.

- City gateways
- Downtown Gateways
- Vehicular Directional Signs (High Speed and Low Speed)
- Parking Directional Signs
- Parking Lot Identification
- Pedestrian Directional Signs
- Information Kiosks

Task 4.1 Based on comments received during the Schematic Design phase, MERJE shall refine or revise the selected design option.

Task 4.2 Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement requirements.

Task 4.3 Submit “design development” drawings to fabricators for preliminary pricing and constructability reviews. Value engineer if necessary.

Task 4.4 Receive preliminary cost estimates from fabricators.

Task 4.5 Present to Steering Committee (Sub Committee) for review and approval. This includes Community Review #2 (Virtual)

Task 4.5 Present to City Council review and final approval (Virtual). This presentation will also include the original 3 design options, to illustrate the process the Sub-Committee has gone through.

Step 4 Deliverable: Design Development package, which will provide general information regarding material, color, finish, typography installation and sign size.

merje

Task 5 Design Intent Drawings (Parking Signage Only)

For this effort only the following sign types will be documented:

- Parking Directional Signs
- Parking Lot Identification

Task 5.1 Prepare Documentation drawings indicating, material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations.

Task 5.2 Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.

Task 5.3 Site Check (optional) and Prepare Final Sign Location Plans

Task 5.4 Prepare final cost estimate based on final design and sign counts.

Task 6 Bidding & Construction Administration (NOT IN CONTRACT)

BID ANALYSIS & CONSTRUCTION ADMINISTRATION

- Attend bid meeting (via tele-conference)
- Provide clarification or addendum to bidders
- Review bids and provide recommendations
- Review shop drawings & samples prior to fabrication
- Attend construction meetings (via-teleconference)

Upon substantial completion of the signage, punch-list (on-site) all items that must be completed and/or corrected prior to final acceptance by the city.

COMPENSATION

Thank you for considering MERJE for the development of the Norfolk Wayfinding Program. We are deeply appreciative of this opportunity and based on the scope of the project, your requirements, and the services outlined in our Project Approach, we propose the following Compensation:

PHASE II: PLANNING AND DESIGN

Task 3	Programming (Parking Signage Only)	$ 4,500
Task 4	Design Development (Full System)	$ 12,000
Task 5	Documentation (Parking Signage Only)	$ 3,250
	DESIGN & PLANNING TOTAL	**$ 19,750**

We are not anticipating any travel for this effort. We have provided a line item cost below in the case travel is requested.

merje

OPTIONAL SERVICES

Travel to Norfolk, NE (includes time and travel costs)	$ 5,460 per trip
Planning and Documentation of remaining sign types	$ 28,750
Downtown Orientation Map	$ 5,000
Bid Assistance and Construction Admin (Per Implementation Phases)	$ 5,000 - $12,000
Structural Engineering	To Be Determined

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the basic compensation outlined above and will be billed to the client at 1.10 as incurred by MERJE. These expenses include, but are not limited to: CADD machine plots, travel (a total of 4 trips to Norfolk), airfare, lodging, meals, fares, tolls, auto rental, parking, art materials, foam-core mock-ups, special overnight mail and delivery services.

Costs of services such as fabrication of models or mock-ups, renderings, printing, and cost of sign permits or plan reviews will be considered reimbursable expenses.

ADDITIONAL SERVICES

The following items are potential additional services, and if authorized by the City of Norfolk, a separate proposal will be developed to address a specific project requirement.

- Meetings / presentations beyond the quantity identified in this proposal.
- Structural, electrical or civil engineering (beyond $7,400 allowance)
- Interpretive signage for historic areas (scope, quantity to be determined).
- Historic markers or special historic walking tour (scope, quantity to be determined).
- Design of wall murals, super graphics or other sign types outside the agreed upon menu.
- Landscape or lighting design.
- Trail or Bicycle Signage
- Mobile phone applications and any other digital wayfinding tools.

If you have any questions regarding the above, please feel free to contact me. If you find everything in order in this proposal, please indicate your acceptance by signing and returning a copy of this letter.

Thank you very much for the opportunity. We look forward to working with you on this project

Sincerely,

John Bosio
Principal

APPROVED BY: _____ _____

Signature Date

_____ _____

Print Name Title

SUPPLEMENTAL CHANGE ORDER JUSTIFICATION FORM

Project:	Northeast Industrial Elevated Water Tank and Booster Station Improvements
Contractor:	Rutjens Construction, Inc.
Engineer:	Olsson – Joe Baxter
Change Order #	1

CHANGE ORDER INITIATOR

OWNER REQUESTED CHANGE:	X
CONTRACTOR REQUESTED CHANGE:	
UNKNOWN CONDITIONS:	
ERRORS AND OMMISSIONS	

REASON FOR CHANGE ORDER REQUEST:
City staff requested a modulating electric actuator to be able to more closely control flow being bypassed from the upper pressure zone to the lower pressure zone. City staff also requested a motor heater be added to protect motor against potential condensation build-up.

The engineer's recommendation is to approve this change order.

SUPPLEMENTAL INFORMATION:
None

CHANGE ORDER

No. 1 "Final"

olsson

Date of Issuance: October 19, 2020 Effective Date: October 19, 2020

Project: Northeast Industrial Elevated Water Tank and Booster Station Improvements	Owner: City of Norfolk, NE	Owner's Contract No.:
Contract:		Date of Contract: October 21, 2019
Contractor: Rutjens Construction Inc.		Engineer's Project No.: 019-0265

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

Description: Establishes the following new pay item to Bid Section "B". See attached sheet.

#6 – Add modulating actuator and motor heater $4,605 / LS

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 376,359.00	Original Contract Times: Substantial Completion (days or date): October 1, 2020 Ready for Final Payment (days or date): November 1, 2020
Increase from previously approved Change Orders No. 0 to No. 0: $ 0.00	Increase from previously approved Change Orders No. 0 to No. 0: Substantial Completion (days or date): 0 days Ready for Final Payment (days or date): 0 days
Contract Price prior to this Change Order: $ 376,359.00	Contract Times prior to this Change Order: Substantial Completion (days or date): October 1, 2020 Ready for Final Payment (days or date): November 1, 2020
Increase of this Change Order: $ 4,605.00	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: $ 380,964.00	Contract Times with all approved Change Orders: Substantial Completion (days or date): October 1, 2019 Ready for Final Payment (days or date): November 1, 2019

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By: [signature]
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Sr. Project Manager	Title	Title: V. PRESIDENT
Date: 9/29/2020	Date	Date: 9-29-20

Approved by Funding Agency (if applicable):

By: Title: Date:

Northeast Industrial Elevated Water Tank and Booster Station Improvements
Norfolk, NE
Change Order #1

No.	Description	Unit	Original Quantity	Revised Quantity	Unit Price	Original Extension	Revised Extension	Add / Deduct
	Bid Section "B"							
1	Mobilization / Demobilization	LS	1	1	$ 20,250.00	$ 20,250.00	$ 20,250.00	$ -
2	Booster Pump (Aurora Pump)	LS	1	1	$ 61,254.00	$ 61,254.00	$ 61,254.00	$ -
3	Piping, Valves, & Fittings	LS	1	1	$ 74,255.00	$ 74,255.00	$ 74,255.00	$ -
4	Electrical	LS	1	1	$ 212,100.00	$ 212,100.00	$ 212,100.00	$ -
5	Piainting, Pipe Stands, and Miscellaneous Work	LS	1	1	$ 8,500.00	$ 8,500.00	$ 8,500.00	$ -
	New Pay Items							
6	Add Modulating Actuator and Motor Heater	LS	0	1	$ 4,605.00	$ -	$ 4,605.00	$ 4,605.00
	Total Bid Section "B"					$ 376,359.00	$ 380,964.00	$ 4,605.00

ORDINANCE NO. 5698

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-37 OF THE OFFICIAL CITY CODE TO CLARIFY THE SYMBOLS ON PEDESTRIAN CONTROL SIGNALS TO RECONCILE THEM WITH STATE STATUTE; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 24-37 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-37. Pedestrian control signals.

Whenever pedestrian-control signals exhibiting the words WALK or DON'T WALK or exhibiting the symbol of a walking person or an upraised hand are in place, such signals shall indicate as follows:

(1) Pedestrians facing a WALK ~~signal~~ indication or a symbol of a walking person may proceed across the roadway in the direction of such signal and shall be given the right-of-way by the drivers of all vehicles.

(2) No pedestrian shall start to cross the roadway in the direction of a DON'T WALK ~~signal~~ indication or a symbol of an upraised hand, but any pedestrian who has partially completed his or her crossing on the WALK or walking person indication ~~signal~~ shall immediately proceed to a sidewalk or safety island while the flashing DON'T WALK or flashing upraised hand indication ~~signal~~ is showing.

Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2020.

ATTEST:

_____ _____

Brianna Duerst, City Clerk Josh Moenning, Mayor

Approved as to form: _____

Danielle Myers-Noelle, City Attorney