Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, July 18, 2022
5:30 p.m.

Created 7/14/2022 3:46 PM

City of Norfolk
NEBRASKA
right at home.

309 N 5th Street
Norfolk, NE 68701
P402-844-2012 F402-844-2028
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, July 18, 2022, 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 (July 13, 2022)
1 P.O.P.

EQUAL HOUSING OPPORTUNITY

AGENDA

NORFOLK CITY COUNCIL MEETING

July 18, 2022

In accordance with Section 84-1412 sub-section eight (8) of the Reissue Revised Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 5, 2022 City Council meeting. **Motion**
8. Consideration of approval of the minutes of the July 5, 2022 Work Session meeting. **Motion**
9. Keno comparison report for June 2022. **Motion**
10. Consideration of approval of a Special Designated Liquor License for Sacred Heart Church, to serve beer, wine and distilled spirits at 2301 Madison Avenue on October 15, 2022 from 5:00 p.m. to 1:00 a.m. for a Spirit gala fundraiser. **Motion**

11.	Consideration of approval of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the Class D (beer, wine, distilled spirits, off sale only) liquor license application for Vaidehi, LLC, dba Riverside Convenience, 1100 Riverside Boulevard, and the manager application of Mehulkumar P. Patel.	**Motion**
12.	Consideration of approval of an agreement with Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation; and REPAR, LLC, a Nebraska Limited Liability Corporation, allowing the use of Ta-Ha-Zouka Park for a company picnic, which may include but not be limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park, on Saturday, July 30, 2022.	**Motion**
13.	Consideration of approval of an agreement with Norfolk Crush, LLC, a Delaware Limited Liability Company, to allow Public Safety personnel to hold training exercises on property(ies) addressed as 4104 North 1st Street, between the hours of 8:00 a.m. to 10:00 p.m., from the date of the agreement to July 31, 2022.	**Motion**
14.	Consideration of approval of a Permanent Easement Agreement between Christ the Servant Lutheran Church and the City of Norfolk for the construction of the East Benjamin Avenue Trail project.	**Motion**
15.	Consideration of approval to advertise for proposals to demolish structures at Water Pollution Control located at 600 E Monroe.	**Motion**
16.	Consideration of Resolution No. 2022-25 approving the final plat and subdivision agreement of Block One River Addition.	**Resolution 2022-25**
17.	Consideration of Resolution No. 2022-26 approving the final plat and subdivision agreement of Walters' East Knolls 14th Addition.	**Resolution 2022-26**
18.	Consideration of approval of all bills on file.	**Motion**

REGULAR AGENDA

19.	Consideration of Ordinance No. 5794 amending Section 22-23 of the Official City Code to extend the amount of time from 30 days to 90 days in which a property owner must construct or repair a sidewalk after receiving notice to do so from the City, and to include an alternative to provide proof (within the 90 day period) of a written contract for the construction or repair of a sidewalk. This Ordinance is separate from Ordinance No. 5793 that was passed, as amended, on first reading at the July 5, 2022 City Council meeting.	**Ordinance No. 5794**

20.	Consideration of Ordinance No. 5793 amending Section 22-23 of the Official City Code to extend the amount of time from 30 days to 90 days in which a property owner must construct, repair or be under written contract for the repair of a sidewalk after receiving notice to do so from the City. This Ordinance passed on first reading, as amended, at the July 5, 2022 City Council meeting. Based on the proposal of Ordinance No. 5794, just preceding this item, staff recommends denial of this Ordinance.	**Ordinance No. 5793**
21.	Consideration of approval of an agreement with Norfolk Crush, LLC, a Delaware Limited Liability Company, and the City of Norfolk to extend water and sewer north approximately 3200 feet to Nucor Road along North Victory Road from their current points of termination approximately 500 feet south of Industrial Road.	**Motion**
22.	Consideration of approval of an Engineering Construction Design Services contract with Olsson, Inc. for the Northeast Industrial Utility Extension - 2022 Victory Road from South of Industrial Highway to East Nucor Road project for an amount not to exceed $199,270.00.	**Motion**
23.	Consideration of approval of Ordinance No. 5795 annexing a tract of land generally located southeast of the intersection at Highway 35 and East Benjamin Avenue.	**Ordinance No. 5795**
24.	Consideration of approval of a consultant agreement with Toole Design Group, LLC for Complete Streets Grant Services for an amount not to exceed $4,000.00.	**Motion**
25.	Consideration of approval of a Construction Design Services agreement with Olsson, Inc. for due diligence and site planning services for a 230-acre area located at the Northeast corner of Victory Road and East Eisenhower Avenue. The total project fee is $53,900 and is being funded through an NPPD Site Readiness Assistance grant, McHeirs, LLC, and City of Norfolk Keno funds.	**Motion**
26.	Consideration of Ordinance No. 5796 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed $225,000 for Water District 127.	**Ordinance No. 5796**
27.	Consideration of Resolution No. 2022-27 to allow Orphan Grain Train, Inc. to place emergency temporary housing units on their properties addressed as 306 and 310 South 7th Street in Norfolk.	**Resolution 2022-27**
28.	Consideration of Ordinance No. 5797 to suspend certain applicable sections of Norfolk City Code addressing zoning and building requirements, to allow for the placement of emergency temporary housing on private property located at 306 and 310 South 7th Street.	**Ordinance No. 5797**

City of Norfolk NEBRASKA
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STAFF MEMORANDUM

NORFOLK CITY COUNCIL MEETING

July 18, 2022

CALL TO ORDER

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 5, 2022 City Council meeting. **Motion**

   See Enclosure 7.

8. Consideration of approval of the minutes of the July 5, 2022 Work Session meeting. **Motion**

   See Enclosure 8.

9. Keno comparison report for June 2022. **Motion**

   Keno commissions for June 2022 are $44,261.27, which is down $6,548.63 or 12.89% from last June. Year-to-date commissions are up $28,585.59, or 5.82%.

   See Enclosure 9.

10. Consideration of approval of a Special Designated Liquor License for Sacred Heart Church, to serve beer, wine and distilled spirits at 2301 Madison Avenue on October 15, 2022 from 5:00 p.m. to 1:00 a.m. for a Spirit gala fundraiser. **Motion**

    See Enclosure 10.

11. Consideration of approval of forwarding a letter of no recommendation to the Nebraska Liquor Control Commission on the Class D (beer, wine, distilled spirits, off sale only) liquor license application for Vaidehi, LLC, dba Riverside Convenience, 1100 Riverside Boulevard, and the manager application of Mehulkumar P. Patel. **Motion**

    See Enclosure 11.

12. Consideration of approval of an agreement with Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation; and REPAR, LLC, a Nebraska Limited Liability Corporation, allowing the use of Ta-Ha-Zouka Park for a company picnic, which may include but not be limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park, on Saturday, July 30, 2022. **Motion**

    See Enclosure 12.

13. Consideration of approval of an agreement with Norfolk Crush, LLC, a Delaware Limited Liability Company, to allow Public Safety personnel to hold training exercises on property(ies) addressed as 4104 North 1st Street, between the hours of 8:00 a.m. to 10:00 p.m., from the date of the agreement to July 31, 2022. **Motion**

    See Enclosure 13.

14. Consideration of approval of a Permanent Easement Agreement between Christ the Servant Lutheran Church and the City of Norfolk for the construction of the East Benjamin Avenue Trail project. **Motion**

    This is a 15' wide, 50' long permanent easement for the construction of a concrete trail along Victory Road. Tract of land is located in the NE 1/4 of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Staff recommend acceptance.

    See Enclosure 14.

15. Consideration of approval to advertise for proposals to demolish structures at Water Pollution Control located at 600 E Monroe. **Motion**

16. Consideration of Resolution No. 2022-25 approving the final plat and subdivision agreement of Block One River Addition. **Resolution 2022-25**

    See Enclosure 16.

17. Consideration of Resolution No. 2022-26 approving the final plat and subdivision agreement of Walters' East Knolls 14th Addition. **Resolution 2022-26**

    See Enclosure 17.

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

REGULAR AGENDA

19. Consideration of Ordinance No. 5794 amending Section 22-23 of the Official City Code to extend the amount of time from 30 days to 90 days in which a property owner must construct or repair a sidewalk after receiving notice to do so from the City, and to include an alternative to provide proof (within the 90 day period) of a written contract for the construction or repair of a sidewalk. This Ordinance is separate from Ordinance No. 5793 that was passed, as amended, on first reading at the July 5, 2022 City Council meeting. **Ordinance No. 5794**

    Staff recommends consideration of this Ordinance in place of Ordinance No. 5793 amending Section 22-23 that was passed, as amended, on first reading at the July 5, 2022 City Council meeting.

    Current City Code only allows a property owner 30 days to repair a deficient sidewalk. Thirty days is insufficient time to contact contractors, receive quotes, and schedule a contractor to complete the work. At the July 5, 2022 meeting, the City Council requested that an alternative be included in the Ordinance amending Section 22-23 for a property owner to be under written contract for repair of a sidewalk.

    This Ordinance clarifies that when a property owner desires to enter into a written contract for construction or repair of a sidewalk in lieu of actually having the work completed within 90 days of notice from the City, the owner must provide written proof of such contract to the City's public works department within the 90-day period after receiving notice from the City.

Staff recommends approval of this Ordinance. Staff further recommends denial of any motion to approve Ordinance No. 5793, as amended, on future readings.

See Enclosure 19.

20. Consideration of Ordinance No. 5793 amending Section 22-23 of the Official City Code to extend the amount of time from 30 days to 90 days in which a property owner must construct, repair or be under written contract for the repair of a sidewalk after receiving notice to do so from the City. This Ordinance passed on first reading, as amended, at the July 5, 2022 City Council meeting. Based on the proposal of Ordinance No. 5794, just preceding this item, staff recommends denial of this Ordinance. **Ordinance No. 5793**

Current City Code only allows a property owner 30 days to repair a deficient sidewalk. Thirty days is insufficient time to contact contractors, receive quotes, and schedule a contractor to complete the work.

See Enclosure 20.

21. Consideration of approval of an agreement with Norfolk Crush, LLC, a Delaware Limited Liability Company, and the City of Norfolk to extend water and sewer north approximately 3200 feet to Nucor Road along North Victory Road from their current points of termination approximately 500 feet south of Industrial Road. **Motion**

Norfolk Crush approached the City with a proposal to serve their facility north of Nucor Road with City water and sewer. This agreement establishes the terms of an agreement to extend City utilities and sets a water and sewer rate for Norfolk Crush. Staff recommend approval.

See Enclosure 21.

22. Consideration of approval of an Engineering Construction Design Services contract with Olsson, Inc. for the Northeast Industrial Utility Extension - 2022 Victory Road from South of Industrial Highway to East Nucor Road project for an amount not to exceed $199,270.00. **Motion**

This project consists of the extension of a water and sewer main from south of Industrial Highway going north along Victory Road for approximately 3000 L.F. to East Nucor Road. The design includes 12" and 8" water main, a 6" force main, a lift station and 12" sanitary sewer main. This contract includes project management, land survey, geotechnical exploration, civil design, mechanical electrical and plumbing design, SCADA design, project permitting, bid phase

services, and construction services for a total contract not to exceed $199,270.00. The cost associated with this contract will be the responsibility of Norfolk Crush per the agreement made between the City and Norfolk Crush. Staff recommend approval of this contract with Olsson, Inc.

See Enclosure 22.

23. Consideration of approval of Ordinance No. 5795 annexing a tract of land generally located southeast of the intersection at Highway 35 and East Benjamin Avenue. **Ordinance No. 5795**

Aaron Geary, property owner, has requested the City of Norfolk annex a tract of land lying in the East half of the Northeast Quarter lying south of the Highway #35 ROW and including Highway ROW lying adjacent to said tract in Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. This annexation was reviewed and approved at the July 6, 2022 Planning Commission meeting. This ordinance can only be approved on first reading at this meeting due to Nebraska Revised Statute 16-404 requiring annexation ordinances be considered at three separate readings.

See Enclosure 23.

24. Consideration of approval of a consultant agreement with Toole Design Group, LLC for Complete Streets Grant Services for an amount not to exceed $4,000.00. **Motion**

This contract includes support for a grant application for the Safe Streets and Roads for All (SS4A) grant program. The SS4A program is a program that supports planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators. The grant amount is $200,000 for the planning portion of the SS4A program.

See Enclosure 24.

25. Consideration of approval of a Construction Design Services agreement with Olsson, Inc. for due diligence and site planning services for a 230-acre area located at the Northeast corner of Victory Road and East Eisenhower Avenue. The total project fee is $53,900 and is being funded through an NPPD Site Readiness Assistance grant, McHeirs, LLC, and City of Norfolk Keno funds. **Motion**

The proposed project is designed to maximize approximately 230-acres of land owned by McHeirs, LLC in the Northeast Industrial Area of Norfolk. The scope of services includes due diligence services, property assessment/site investigation, geotechnical exploration, survey services, environmental services, and master planning, which will be managed and designed by Olsson staff. The City of Norfolk received a Site Readiness grant from Nebraska Public Power District in the amount of $22,900, the McHeirs family contributed $16,000, and the City of Norfolk contributed $15,000 of Keno dollars towards the project. Staff recommends approval.

See Enclosure 25.

26. Consideration of Ordinance No. 5796 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed $225,000 for Water District 127. **Ordinance No. 5796**

This note issue provides $179,550 to pay for improvements in Water District 127 Channel Road. Note issue costs and interest are added to this amount to result in a total note issue expected to be $195,000 as shown on the enclosed sources and uses of funds.

The ordinance authorizes a maximum issue size of $225,000 and a maximum true interest cost of 3.5%. The notes will be marketed shortly after the Council meeting. The ordinance provides for the final interest rate, true interest cost, and aggregate principal amount to be determined in a written designation to be signed by the Mayor or Finance Officer at a later date.

Staff recommends passage of the ordinance on all three readings.

See Enclosure 26.

27. Consideration of Resolution No. 2022-27 to allow Orphan Grain Train, Inc. to place emergency temporary housing units on their properties addressed as 306 and 310 South 7th Street in Norfolk. **Resolution 2022-27**

As City Code does not currently allow for the placement of emergency temporary housing, this Resolution allows for immediate action to be taken to suspend certain applicable City Code requirements as they relate to these two Orphan Grain Train property locations for a limited amount of time, not to exceed 2 years, in order to temporarily house Ukrainian refugees.

See Enclosure 27.

28. Consideration of Ordinance No. 5797 to suspend certain applicable sections of Norfolk City Code addressing zoning and building requirements, to allow for the placement of emergency temporary housing on private property located at 306 and 310 South 7th Street. **Ordinance No. 5797**

As City Code does not currently allow for the placement of emergency temporary housing, this Ordinance allows for immediate action to be taken to suspend certain applicable City Code requirements as they relate to these two Orphan Grain Train property locations, for a limited amount of time, not to exceed 2 years, in order to temporarily house Ukrainian refugees.

See Enclosure 28.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 5th day of July, 2022, 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, Frank Arens, Rob Merrill, Andrew McCarthy, Thad Murren, Gary L. Jackson and Kory Hildebrand. Absent: Shane Clausen.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Public Safety Director Scott Cordes, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, City Planner Val Grimes, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Economic Developer Candice Alder and Police Chief Don Miller.

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 Jackson moved, seconded by Councilmember Arens to approve the consent agenda as printed. Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen.

Councilmember McCarthy moved, seconded by Councilmember Hildebrand to adopt the full agenda as printed. Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen.

Consent Agenda Items Approved

Minutes of the June 21, 2022 City Council meeting

Minutes of the June 21, 2022 City Council meeting Work Session

June sales tax report (April sales)

Accept assignment of easement and dedication of sanitary sewer main from State of Nebraska on property located in the Northeast 1/4 of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

Accept assignment of easement and dedication of sanitary sewer main from State of Nebraska on property located in Section 13, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

Laura M. Wylie Permanent Easement Agreement between for the construction of the East Benjamin Avenue Trail project

Resolution 2022-22 releasing the 10' utility easement, being 5' on each side of the common lot line between Lots 12 and 13, Block 2, less the North 10' thereof, of Green Meadow Addition, Madison County, Nebraska being a part of the SE ¼ of the SW ¼ of Section 20, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

Forward no recommendation to the Nebraska Liquor Control Commission on the Manager Application of Sara A. Sander in connection with the Class D liquor license of Walmart, Inc., dba Walmart 645, 2400 West Pasewalk Avenue

Forward no recommendation to the Nebraska Liquor Control Commission on the Manager Application of Tammy R. Thies in connection with the Class C liquor license of Boat House Recreation, LLC, dba The Boat House, 501 West Norfolk Avenue, Suite 110

Special Designated Liquor License for Elkhorn Valley Museum, to serve beer at 515 Queen City Blvd. on August 20, 2022 from 11:00 a.m. to 7:00 p.m. for a Harvest: Historyfest outdoor festival

River Valley Pride, Inc., a Nebraska Nonprofit Corporation, d/b/a Norfolk Area Pride, agreement to close a portion of North 5th Street to host an event which may include but is not limited to having music, vendors, concessions, presentations, and inflatables on Saturday, September 10, 2022 from 9:00 a.m. to 8:00 p.m.

WJAG Incorporated, a Nebraska Corporation, agreement allowing the use of the Skyview Park facility to hold a 1-mile Red Ribbon Run on Saturday, October 1, 2022

Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, agreement allowing the use of the cross country course in Skyview Park for practices and meets for the cross country season from date of this agreement through June 30, 2023

Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, agreement allowing the use of Memorial Field in Veterans Memorial Park to hold football games, scrimmages, and practices from date of this agreement to June 30, 2023

Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, agreement allowing soccer practice and games on Memorial Field at Veterans Memorial Park, and soccer practice only at North Pine Park, from the date of this agreement to June 30, 2023

Fatt Sunnie Studios, LLC, a Nebraska Limited Liability Company, and J & M Displays, Inc., an Iowa Corporation, agreement to close a portion of Magnet Drive immediately west of North Victory Road for the purpose of filming a scene for a community film event, which includes the use of pyrotechnics and City emergency vehicles and personnel, on Friday, July 15, 2022 and Saturday, July 16, 2022 (with a rain date of July 16 and 17, 2022)

Resolution No. 2022-23 authorizing submittal of the Blight and Substandard Determination Study for the Big Red Keno Area to the Planning Commission for review and recommendation

Bills in the amount of $2,118,695.69

Public Hearings and Related Items

Public Hearing
(Whitecliff Development & Wyndham Hills zone change, 37th St & Eisenhower Ave)

A public hearing was held to consider a zone change from R-1 (Single Family Residential District), R-R (Rural Residential District) and A (Agricultural District) to R-2 (One and Two Family Residential District) on property located approximately 1/4 mile east of North 37th Street and south of West Eisenhower Avenue at the request of Whitecliff Development, Inc., and Wyndham Hills of Norfolk, LLC. City Planner Valerie Grimes provided information to the Mayor and City Council.

On June 22, 2022, the Norfolk Planning Commission held a public hearing regarding the zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5787
(Whitecliff Development & Wyndham Hills zone change, 37th St & Eisenhower Ave)

Councilmember Arens introduced, seconded by Councilmember Granquist, Ordinance No. 5787 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND

EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5787 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Granquist moved, seconded by Councilmember Merrill, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5787 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5787 as required by law.

Public Hearing
(Wisner West Inc. zone change, South Victory Road and north of East Omaha Avenue)

A public hearing was held to consider a zone change from R-1 (Single Family Residential District) to R-2 (One and Two Family Residential District) on property generally located west of South Victory Road and north of East Omaha Avenue at the request of Wisner West, Inc. City Planner Valerie Grimes provided information to the Mayor and City Council. Grimes noted the Redevelopment Plan for this project has gone before Council and said the development will consist of 2-unit duplex lots for a total of 50 units.

Kelby Herman, representing the applicant, said a portion of the units will be income based while a majority will be market rate rent. 30 will be rented at market rate and 20 will be income based.

On June 22, 2022, the Norfolk Planning Commission held public hearings regarding the zone change. The City Clerk read the Planning Commission's recommendations for approval into the record.

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

Ordinance No. 5788

(Wisner West Inc. zone change, South Victory Road and north of East Omaha Avenue)

Councilmember Jackson introduced, seconded by Councilmember Hildebrand, Ordinance No. 5788 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5788 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Merrill moved, seconded by Councilmember Arens, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5788 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5788 as required by law.

Public Hearing

(Legacy Bend Redevelopment Redevelopment Plan Amendment Phase IV)

Public hearings were held simultaneously to the Amendment to the Redevelopment Plan for the Legacy Bend Redevelopment Area of the City of Norfolk, Nebraska (Phase IV of Legacy Bend Redevelopment Project). Finance Officer Randy Gates provided information to the Mayor and City Council.

The Redevelopment Plan for the Legacy Bend Redevelopment Area, approved by the City Council on January 16, 2018, provided for redevelopment of the Legacy Bend Area in multiple phases, with each phase requiring an amendment to the Plan. On July 19, 2021, the City Council approved the Phase III Plan Amendment. Phase IV will consist of approximately 68 multifamily dwellings and townhome units. Total cost of developing Phase IV is almost $11.1 million comprised of over $1.3 million of tax increment financing leveraging almost $9.8 million of private funds. Without TIF, project cash flow is negative. With TIF, the cash on cash rate of

return is 4.9%. This project is not economically feasible without TIF.

On June 22, 2022, the Norfolk Planning Commission held public hearings regarding the Redevelopment Plan amendment and recommended approval with a 6-0 vote.

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

Resolution No. 2022-24
(Legacy Bend Redevelopment Plan Amendment Phase IV)

Councilmember Jackson moved, seconded by Councilmember Granquist, for adoption of Resolution No. 2022-24 approving the Amendment to the Redevelopment Plan for the Legacy Bend Redevelopment Area of the City of Norfolk, Nebraska (Phase IV of Legacy Bend Redevelopment Project).

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Resolution No. 2022-24 was adopted.

Regular Agenda Items

Ordinance No. 5789
(Police Officers Pension Plan)

Councilmember Merrill introduced, seconded by Councilmember Jackson, Ordinance No. 5789 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO ADOPT AN AMENDED AND RESTATED POLICE OFFICERS PENSION PLAN AS REQUIRED UNDER SECTIONS 16-1001 THROUGH 16-1019 OF CURRENT STATE OF NEBRASKA STATUTES; TO APPOINT THE CITY COUNCIL DESIGNATED MEMBERS OF THE POLICE OFFICERS PENSION PLAN RETIREMENT COMMITTEE; TO APPOINT PLAN ADMINISTRATORS; TO GRANT AUTHORIZATION TO SIGN DOCUMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Finance Officer Randy Gates provided information to elected officials. Ordinance No. 5789 adopts an amended and restated Police Officers Pension Plan effective March 1, 2022. Internal Revenue Service regulations require all qualified plans be restated every six years to incorporate any changes to laws and regulations as well as plan amendments since the last restatement.

The last plan restatement was April 18, 2016. This current restatement incorporates all the amendments to the Police Officers Pension Plan since that time which are minor but include: 1) Replacing Sheila Schukei with Lyle Lutt as Plan Administrator, Trustee, & City Council designated member. (In Appendix A and in Admin Procedures of Plan) and 2) Section 12, Eligibility Requirements, update 12.(b.)(7.) as follow: "All Employees not determined to be a Police Officer". Remove the words "full-time" from the exclusion sentence (page 3 of Adoption

Agreement)

Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5789 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Granquist moved, seconded by Councilmember Merrill, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5789 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5789 as required by law.

Ordinance No. 5790
(Firefighters Pension Plan)

Councilmember Arens introduced, seconded by Councilmember Jackson, Ordinance No. 5790 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO ADOPT AN AMENDED AND RESTATED FIREFIGHTERS PENSION PLAN AS REQUIRED UNDER SECTIONS 16-1020 THROUGH 16-1042 OF CURRENT STATE OF NEBRASKA STATUTES; TO APPOINT THE CITY COUNCIL DESIGNATED MEMBERS OF THE FIREFIGHTERS PENSION PLAN RETIREMENT COMMITTEE; TO APPOINT PLAN ADMINISTRATORS; TO GRANT AUTHORIZATION TO SIGN DOCUMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Finance Officer Randy Gates provided information to elected officials. Ordinance No. 5790 adopts an amended and restated Firefighters Pension Plan effective March 1, 2022. Internal Revenue Service regulations require all qualified plans be restated every six years to incorporate any changes to laws and regulations as well as plan amendments since the last restatement.

The last plan restatement was April 18, 2016. This current restatement incorporates all the amendments to the Firefighters Pension Plan since that time which are minor but include: 1) Replacing Sheila Schukei with Lyle Lutt as Plan Administrator, Trustee, & City Council designated member. (In Appendix A and in Admin Procedures of Plan).

Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5790 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Arens moved, seconded by Councilmember Merrill, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5790 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5790 as required by law.

Ordinance No. 5791
(Employees Retirement Plan)

Councilmember McCarthy introduced, seconded by Councilmember Jackson, Ordinance No. 5791 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO ADOPT AN AMENDED AND RESTATED EMPLOYEES RETIREMENT PLAN PROVIDING RETIREMENT AND OTHER BENEFITS TO PERSONS EMPLOYEED BY THE CITY OF NORFOLK (OTHER THAN POLICE OFFICERS OR FIREFIGHTERS) OR TO THEIR BENEFICIARIES; TO APPOINT PLAN ADMINISTRATORS; TO GRANT AUTHORIZATION TO SIGN DOCUMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Finance Officer Randy Gates provided information to elected officials. Ordinance No. 5791 adopts an amended and restated General Employees Retirement Plan effective March 1, 2022. Internal Revenue Service regulations require all qualified plans be restated every six years to

incorporate any changes to laws and regulations as well as plan amendments since the last restatement. The last plan restatement was on April 18, 2016 and this current restatement incorporates all the amendments to the General Employees Retirement Plan since that time which are minor but include: 1) Replacing Sheila Schukei with Lyle Lutt as Plan Administrator, Trustee, & City council designated member (Appendix A & Admin Procedures) and 2) Permit hardship and Inservice 59.5 distributions from the Roth source because it's already allowed from the remaining sources in the plan (Section 37, pp 28-30 of Adoption Agreement).

Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: None. Ordinance No. 5791 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Merrill moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5791 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5791 as required by law.

Ordinance No. 5792
(Deferred Compensation Plan)

Councilmember McCarthy introduced, seconded by Councilmember Jackson, Ordinance No. 5792 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO ADOPT AN AMENDED AND RESTATED 457 DEFERRED COMPENSATION PLAN; TO APPOINT PLAN ADMINISTRATORS; TO GRANT AUTHORIZATION TO SIGN DOCUMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Finance Officer Randy Gates provided information to elected officials. Ordinance No. 5792

adopts an amended and restated 457 Deferred Compensation Plan. The last plan restatement was October 14, 2011. This current restatement: 1) allows distributions for unforeseeable emergencies from both traditional and Roth employee contributions, 2) allows in-service distributions at age 59.5 from both traditional and Roth employee contributions, 3) adds the Director of Administrative Services, Lyle Lutt, as a Plan Administrator and Trustee, and 4) changes the Employer address from "127 N. 1st Street" to "309 N. 5th Street".

Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5792 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Merrill moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5792 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5792 as required by law.

Ordinance No. 5785
(annex land east of North 37th Street & south of West Eisenhower Avenue)

Councilmember Hildebrand introduced, seconded by Councilmember Jackson, Ordinance No. 5785 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P. M., MADISON COUNTY, NEBRASKA. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM and moved that the ordinance be passed on third reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5785 passed on third reading.

Ordinance No. 5786
(annex land west of part of Walters' East Knolls 13th Addition)

Councilmember Merrill introduced, seconded by Councilmember McCarthy, Ordinance No. 5786 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P. M., MADISON COUNTY, NEBRASKA. REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM and moved that the ordinance be passed on third reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5786 passed on third reading.

Ordinance No. 5793
(Amend City Code Section 22-23, sidewalk repair)

Councilmember Granquist introduced, seconded by Councilmember Hildebrand, Ordinance No. 5793 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-23 OF THE OFFICIAL CITY CODE TO EXTEND THE AMOUNT OF TIME FROM 30 DAYS TO 180 DAYS IN WHICH A PROPERTY OWNER MUST CONSTRUCT OR REPAIR A SIDEWALK AFTER RECEIVING NOTICE TO DO SO FROM THE CITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM. and moved that the ordinance be passed on first reading.

Public Works Director Steven Rames said current City Code only allows a property owner 30 days to repair a deficient sidewalk. Thirty days is insufficient time to contact contractors, receive quotes, and schedule a contractor to complete the work. Rames said these reviews are typically done in the fall, unless staff is responding to a complaint, and said 180 days would give the property owner adequate time to get a contract to get the work done.

Arens asked about the 180-day timeframe and if any other timeframes were considered, specifically a 90-day requirement. Rames said the direction given was to move forward with the 180-day timeframe.

Councilmembers discussed a 90-day requirement to have the work completed or for the property owner to be under contract for the repairs.

Councilmember Granquist moved, seconded by Councilmember Arens, to amend Ordinance No. 5793 to change the requirement from 180 days to 90 days in which a property owner must construct, repair, or be under contract for the repair of a sidewalk after receiving notice to do so from the City.

Roll call: Councilmembers: Granquist, Arens, Merrill, McCarthy, Murren. Nays: Jackson and Hildebrand. Absent: Clausen. Motion to amend Ordinance No. 5793 carried.

Ordinance No. 5793 was then into the record by title by the City Clerk to read: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-23 OF THE OFFICIAL CITY CODE TO EXTEND THE AMOUNT OF TIME FROM 30 DAYS TO 90 DAYS IN WHICH A PROPERTY OWNER MUST CONSTRUCT, REPAIR, OR BE UNDER WRITTEN CONTRACT FOR THE REPAIR OF A SIDEWALK AFTER RECEIVING NOTICE TO DO SO FROM THE CITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy and Murren. Nays: Jackson and Hildebrand. Absent: Clausen. Ordinance No. 5793 passed on first reading as amended.

Certified Testing Services, Inc. agreement
(East Benjamin Avenue Connector Trail project)

Councilmember Merrill moved, seconded by Councilmember Hildebrand, approving a construction materials testing contract with Certified Testing Services, Inc. for the East Benjamin Avenue Connector Trail project for an amount not to exceed $6,800.00.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: None. Absent: Clausen.

Mainelli Wagner & Associates contract
(East Benjamin Avenue Connector Trail Project, RTP 2019(003))

Councilmember Granquist moved, seconded by Councilmember Merrill, for approval of a construction engineering services contract with Mainelli Wagner & Associates for the East Benjamin Avenue Connector Trail Project, RTP 2019(003), for an amount not to exceed $25,000.00.

Assistant City Engineer Anna Allen provided information to elected officials. This contract is for construction phase services and includes staking, storm water pollution prevention plan, pavement marking plan for Highway 35, application to occupy right-of-way, and construction consultation.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson and Hildebrand. Nays: Clausen. Absent: None.

Progressive Urban Management Associates, Inc. (PUMA) agreement
(assistance to form business Improvement District (BID))

Councilmember Merrill moved, seconded by Councilmember McCarthy, for approval of a

consulting agreement with Progressive Urban Management Associates, Inc. (PUMA) for research, stakeholder outreach, plan development and, if necessary, assistance through the procedural steps to form a business improvement district (BID) for a total project fee not to exceed $68,750.

Economic Developer Candice Alder provided information to elected officials. The proposed service agreement and anticipated planning services are broken down into two phases. Phase I includes the exploration of business improvement district (BID) feasibility through the creation of a downtown property owner database, stakeholder outreach to define BID priorities, and the drafting of a BID management plan. The BID management plan will described objectives, boundaries, service plan, budget, and governance structure. Phase I of the process is not to exceed $49,250 and will be paid with ARPA funds.

If demonstrated support is found, the City can move into Phase II of the consulting agreement which includes the legal process to form the BID. The scope of services for Phase II includes finalization of the management plan drafted during Phase I, assistance with the development of support materials, staff and steering committee coaching, and guidance through legal steps it will take to form a BID. Services for Phase II are not to exceed $19,500 and will be paid with ARPA funds.

The Vehicle Parking District of the City of Norfolk has reviewed the agreement and had dialog with representatives from PUMA. They made a motion at their June 16 meeting to move the agreement forward for approval.

Roll call: Ayes: Granquist, Arens, Merrill, McCarthy, Murren, Jackson, and Hildebrand. Nays: None. Absent: Clausen.

There being no further business, the Mayor declared the meeting adjourned at 6:42 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 Tuesday, July 5, 2022, 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)

WORK SESSION

The Mayor, City Council and City staff of the City of Norfolk, Nebraska met on Tuesday, July 5, 2022, beginning at 4:00 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska.

The following elected officials were present: Mayor Josh Moenning, Councilmembers Frank Arens, Corey Granquist, Kory Hildebrand, Gary L. Jackson, Andrew McCarthy, Rob Merrill and Thad Murren. Absent: Shane Clausen.

Staff members present were Assistant City Administrator Scott Cordes, City Clerk Brianna Duerst, City Planner Val Grimes, Finance Officer Randy Gates, Street Superintendent Will Elwell, City Engineer Steven Rames, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Fire Chief Tim Wragge, Police Chief Don Miller, Director of Administrative Services Lyle Lutt, Vicki Twedochlib with HDR and Willis Mahannah with Norfolk Daily News.

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

The Mayor presided and the City Clerk recorded the proceedings.

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

Levee Recertification Update

Public Works Director Steven Rames said the City has been working with HDR for the past several years on a multi-phase levee recertification. The levee system was built in the late 1960's. Since the levee has hit 5-0 years of age, the Corps requires recertification.

Vicki Twedochlib, HDR, said we have been though about half of the phases of the project and discussed the phasing timeline. Phase 1, 2a and 2b are all complete and we are currently negotiating Phase 3. Phase 1 – desktop review of the available data. Phase 2a – levee existing condition evaluation, Phase 2b – alternatives analysis. Phase 3 consists of design and permitting. Four main items were looked at for the alternatives analysis – underseepage, drainage structures, diversion weir structure, interior damage.

Underseepage - an area with underseepage deficiencies was identified at a remnant channel near the County Club golf course in which two areas are showing excessive underseepage. This will need some sort of mitigation. Parts of the remnant channel will either be filled or partially filled.

Drainage structures - replacements will need to take place just north of the Omaha Avenue bridge and just south of Norfolk Avenue on southwest side.

Drainage structure outfall channel regrading project – there was quite a bit of silt deposited during the 2019 flood. There were five outfall channels that were not part of a Corp of Engineers repair project due to some items they had requested be taken care of that were not taken care of in advance of the flood event. The design will be included in Phase 3 of the project to restore four drainage structures to their pre-flood condition.

Diversion Weir – sill wall needs to be replaced. Just the sill wall, not the diversion weir portion.

Interior drainage results – whenever there is a high river event, the interior drainage analysis requires looking at a variety of events on the wet side and variety of events on the dry side to determine the most probable ponding episode. Any area that is greater than one foot has to be mapped on the flood maps. There is some ponding showing in an area of development that is currently occurring (near the Nor-Park Development area). Have looked at a couple mitigation options for this area to help reduce the ponding since there is a lot of developable land. Looked at both a large retention pond and storm water pump station. The areas identified as possible retention pond area and storm water pump station were very expensive in order to get a half foot of reduction. Neither presented a great benefit cost to be able to reduce the ponding. The storm water pump station would cost over $10,000,000 to reduce ponding by half a foot. A lot of money, not a lot of benefit. Grading and land acquisition to add a 60-acre retention pond would cost $2-3 million and would also only reduce bonding by half a foot. Any development that were to occur in the area shown would need to go through the floodplain permit application process once remapped.

Merrill asked about structures or businesses that are already there. Twerdchib said any if there was any redevelopment, they would need to go through the floodplain permitting process. Anything with federally backed mortgage, would require flood insurance.

Phase 3 will include the design, permitting, bidding, contract approval, survey, subsurface investigation, permitting and Section 408 authorization through the Corp of Engineers. This is a FEMA project, but the Corp originally constructed the project, which means anything we do to the levee requires approval by the Corp. Regarding timeline, Phase 3, design, permitting, bidding, will begin this summer. Phase 4, construction, would go from Fall 2023 to Spring 2024. Phase 5, preparation and submission of certification package, is currently set to occur in Fall 2024.

A recent development with the Department of Natural Resources (DNR) had been under an active project to update the maps. FEMA has run into money challenges as a result of the pandemic and resource availability. Funding for some projects has been de-obligated. The mapping project for this area has been de-obligated. Based on the revised business plan, the NRD is projecting a revised map to be completed FY2026-2027. DNR has indicated, if FEMA is able to identify more dollars, they would be able to re-obligate those funds for Elkhorn basins and initiate this project again.

Granquist discussed the retention area near Nucor Detailing and expressed concern over properties not currently in the floodplain that may be in the floodplain once re-mapped.

Councilmembers discussed potential alternatives to the proposed and asked Twerdchlib to look at alternatives and pricing.

Moenning discussed filling in portion of remnant channel near Country Club and has concerns of the aesthetic near three holes on the golf course. Twerdchlib said a full fill will not be required in this area. A well will be installed to backfill the channel if ever low. County Club has indicated that, as long as there is a way to keep water in the channel at those three holes, could support project. Have had initial conversation with them, identifying where issues are. Moen asked about alternatives to solve underseepage problem. Twerdchlib said another option would be relief wells, but that was not identified as preferred option. Come at a cost of $40,000 each and Corp would require them to be cleaned and inspected every five years. Moenning asked to look at a cost analysis of relief wells versus channel fill-in to compare to alternative.

Fireworks

Assistant City Administrator Scott Cordes said the topic of fireworks has been multi-year conversation. Last year, a proposed ordinance was put before the Council that would have restricted the sales and discharge of fireworks down to seven days. At this meeting, there was opposition from firework vendors. Complaints from community members continue to come in. Concerns with pets, ability to sleep, etc. Question before the Council – is there still desire with elected officials to put the topic back on the agenda? Cordes noted outright approval in state statute is 10 days.

Fire Chief Tim Wragge discussed sales and discharge of fireworks allowed in other communities. Beatrice and Grand Island allow fireworks from June 28 to July 4. North Platte discharge time starts at noon from June 28-3. Columbus is most alike Norfolk with similar dates and times. Wragge said most fires this year were grass fires, driven potentially by drought.

Cordes discussed an addition to South Sioux City's fireworks regulations that would allow the Fire Chief and Mayor to determine, based on weather and safety concerns, to suspend the use of fireworks.

Arens said he felt the public did an excellent job this year when asked not to discharge fireworks on certain days to do dry and dangerous conditions. Majority of fireworks went off on July 4th. Limiting days did not seem to stop the celebration. Arens said he likes seven days, 11 to 11.

Hildebrand said, with dates reduced, sales are still taking place, just in a more condensed timeframe.

Granquist said we will always have someone breaking the law, and asked if enforcing firework times is something our law enforcement should to have to worry about. Granquist also noted he has heard more people say leave it alone than change it.

Moenning said council needs to decide if it is worth bringing forward an ordinance to public discussion. There are valid arguments for and against. Need to have the discussion.

Police Chief Don Miller said, from police standpoint, will defer to Fire staff. Whatever is decided, enforcement is the same. Sales and discharge needs to be the same. Miller does not have a problem either way. There will not be much of an effect on public safety staff.

Arens noted there is some concern out there that fireworks are disruptive and feels we should move forward with further discussion.

Moenning said, at the very least, a provision allowing for calling a ban if certain conditions are met that would not require an emergency meeting, should be considered if an ordinance is brought forward.

Adjourned at 5:19 p.m.

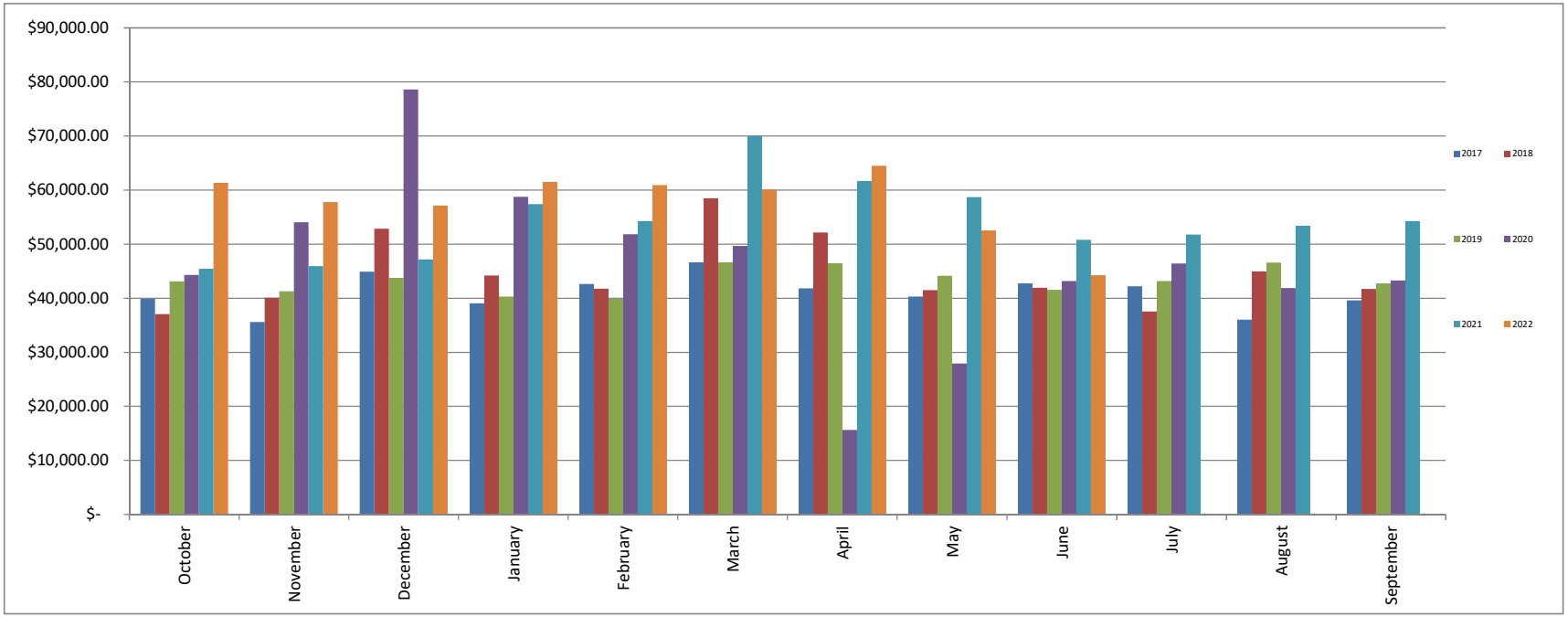
_____
Josh Moenning
Mayor

ATTEST:

_____
Brianna Duerst
City Clerk
(S E A L)

Keno Yearly Comparison
Net Proceeds

	2017	2018	2019	2020	2021	2022	2022 BUDGET	Change 2021 to 2022		BUDGET VARIANCE	
October	$ 39,871.02	$ 37,053.29	$ 43,114.38	$ 44,340.77	$ 45,457.02	$ 61,349.66	$ 45,457.02	$ 15,892.64	34.96%	$ 15,892.64	34.96%
November	$ 35,629.43	$ 40,116.22	$ 41,279.37	$ 54,030.23	$ 45,923.18	$ 57,767.61	$ 45,923.18	$ 11,844.43	25.79%	$ 11,844.43	25.79%
December	$ 44,894.50	$ 52,886.34	$ 43,753.84	$ 78,613.61	$ 47,207.45	$ 57,133.03	$ 47,207.45	$ 9,925.58	21.03%	$ 9,925.58	21.03%
January	$ 39,071.56	$ 44,229.53	$ 40,338.99	$ 58,759.56	$ 57,420.94	$ 61,502.20	$ 57,420.94	$ 4,081.26	7.11%	$ 4,081.26	7.11%
February	$ 42,629.35	$ 41,759.14	$ 39,907.59	$ 51,823.58	$ 54,245.75	$ 60,915.12	$ 54,245.75	$ 6,669.37	12.29%	$ 6,669.37	12.29%
March	$ 46,620.29	$ 58,494.56	$ 46,659.87	$ 49,683.96	$ 70,011.38	$ 60,123.37	$ 69,158.18	$ (9,888.01)	-14.12%	$ (9,034.81)	-13.06%
April	$ 41,824.57	$ 52,179.16	$ 46,500.77	$ 15,634.72	$ 61,697.54	$ 64,513.29	$ 61,697.54	$ 2,815.75	4.56%	$ 2,815.75	4.56%
May	$ 40,334.09	$ 41,523.26	$ 44,168.34	$ 27,915.55	$ 58,731.05	$ 52,524.25	$ 44,168.34	$ (6,206.80)	-10.57%	$ 8,355.91	18.92%
June	$ 42,724.20	$ 41,929.11	$ 41,568.03	$ 43,176.10	$ 50,809.90	$ 44,261.27	$ 43,176.10	$ (6,548.63)	-12.89%	$ 1,085.17	2.51%
July	$ 42,226.60	$ 37,531.20	$ 43,195.79	$ 46,401.55	$ 51,800.60	$ -	$ 46,401.55	$ -	0.00%	$ -	0.00%
August	$ 36,033.75	$ 44,983.65	$ 46,590.14	$ 41,871.35	$ 53,431.82	$ -	$ 41,871.35	$ -	0.00%	$ -	0.00%
September	$ 39,627.93	$ 41,738.14	$ 42,769.65	$ 43,272.60	$ 54,276.98	$ -	$ 43,272.60	$ -	0.00%	$ -	0.00%
Total	$ 491,487.29	$ 534,423.60	$ 519,846.76	$ 555,523.58	$ 651,013.61	$ 520,089.80	$ 600,000.00	$ 28,585.59	5.82%	$ 51,635.30	11.02%



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

Special Designated License
Local Recommendation (Form 200)

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

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

204 S. 5th St., Norfolk, NE 68701
Retail Liquor License Address or Non-Profit Business Address

47-0380694
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 10/15/22

Event Start Time(s): 5 p.m.

Event End Time(s): 1 a.m.

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Norfolk Catholic Activities Center

Event Street Address/City: 2301 Madison Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: 165' X 179'

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

Type of Event: Spirit gala fundraiser **Estimate # of attendees:** 400

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

Event Contact Name: Nick Benes **Event Contact Phone Number:** 402-371-9256

Event Contact Email: nickbenes@sacredheartnorfolk.com

***Signature Authorized Representative:** Rev. Patrick A McLaughlin **Printed Name** Rev. Patrick A. McLaughlin

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

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

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR County of** _____ **approves the issuance of a Special Designated License as requested above. (Only one should be written above)**

_____ **Local Governing Body Authorized Signature**

_____ **Date**

APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY

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

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

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

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

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

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

Sacred Heart Church of Norfolk
NAME OF CORPORATION

47-0380694
FEDERAL ID NUMBER

Rev Patrick A McGuire
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 6th DAY OF July, 2022

GENERAL NOTARY-State of Nebraska
REGINA V. LONG
My Comm. Exp. June 30, 2024

Regina V. Long
NOTARY PUBLIC SIGNATURE & SEAL

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: D

License Number: 125016

RECEIVED
Office Receipt
JUN 03 2022
Date Stamp HERE ONLY
Do not write above the following lines
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use Only

NEW / REPLACING 108516 TOP Yes / No

Hot List Yes / No Initial: KF

PLEASE READ CAREFULLY

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME Vaidehi, LLC

TRADE (DBA) NAME Riverside Convenience

PREVIOUS TRADE (DBA) NAME N/A

CONTACT PHONE NUMBER 402-379-4511

CONTACT EMAIL ADDRESS himalpatel11@gmail.com

Crim hx
Purch Agree
-0-

Office use only

PAYMENT TYPE MO 27720902531

AMOUNT $400 - RCPT

RECEIVED: 6/3/22

DATE DEPOSITED

2200007524

FORM 100
REV 8/4/21
PAGE 1

RECEIVED

DIRECTIONS

Each item must be included with your application

1. Application fee of $400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission

2. Enclose the appropriate application forms
   Individual License (Form 104)
   Partnership License (Form 105)
   Corporate License (Form 101 & Form 103)
   Limited Liability Company (LLC) (Form 102 & Form 103)
   Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State

3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See Applicant Guidelines for further assistance

4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".

5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
   a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
   b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
   c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
   d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.

8. Submit a copy of your business plan.

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

____ A BEER, ON SALE ONLY

____ B BEER, OFF SALE ONLY**

____ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES____ NO____

__X__ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

____ F BOTTLE CLUB,

____ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES____ NO____

____ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

____ AB BEER, ON AND OFF SALE

____ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

____ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

____ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

____ Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES____ NO__X__

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

____ Individual License (requires insert FORM 104)

____ Partnership License (requires insert FORM 105)

____ Corporate License (requires FORM 101 & FORM 103)

__✓__ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

Name Mike Kelley Phone Number 402-397-1898

Firm Name Kelley Plucker, LLC

Email address mike@kelleyplucker.com / nikki@kelleyplucker.com

Should we contact you with any questions on the application? YES ✓ NO____

Trade Name (doing business as) Riverside Convenience

Street Address 1100 Riverside Blvd

City Norfolk County Madison 7 Zip Code 68701 +2845

Premises Telephone number 402 379 4511

Business e-mail address himalpatel60@gmail.com

Is this location inside the city/village corporate limits YES X NO ____

MAILING ADDRESS (Where you want to receive mail from the Commission)

Check if same as premises

Name [redacted]

Street Address [redacted]

City [redacted] State [redacted] Zip Code [redacted]

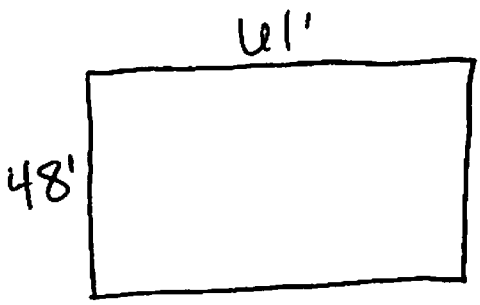
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECH OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 61 x width 48 in feet

Is there a basement? Yes ____ No X If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No X If yes, length ____ x width ____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



single story building approx. 61' x 48'

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

✓ YES _____ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Minor	traffic	violations		

2. Was this premise licensed as liquor licensed business within the last two (2) years?

✓ YES _____ NO

If yes, provide business name and license number Riverside Convenience 108516

3. Are you buying the business of a current retail liquor license?

✓ YES _____ NO

If yes, give name of business and liquor license number Riverside Convenience 108516

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

✓ YES _____ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)
   a) Submit a copy of the business purchase agreement
   b) Include a list of alcohol being purchased, list the name brand, container size and how many
   c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

✓ YES _____ NO

If yes, list the lender(s) Bank First

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES ✓ NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES ✓ NO

If yes, list such item(s) and the owner._____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES ✓ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

---

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

_____ YES ✓ NO

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Bank First, Dipikaben Patel, Mehulkumar Patel

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Crown Liquors Rome GA 2012-2014 Sold the Store

---

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Will submit	upon completion	

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.
Documents must be in the name of applicant as owner or lessee

_____ Lease expiration date _____
_____ Deed
__✓__ Purchase Agreement

14. When do you intend to open for business? June 30, 2022
15. What will be the main nature of business? Convinence store/gas station
16. What are the anticipated hours of operation? 6 AM - 11:00 PM
17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCE FOR THE PAST 10 YEARS				
APPLICANT CITY & STATE	YEAR FROM	TO	SPOUSE CITY & STATE	YEAR FROM TO

If necessary, attach a separate sheet

SIGNATURE PAGE –
PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34.*

Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULITPLE SIGNATURE PAGES)

D.M. Patel
Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)

Dipikaben M Patel
Printed Name of **APPLICANT**

State of Nebraska, County of Cuming

The foregoing instrument was acknowledged before me this

May 19 2022
(Date)

By Dipikaben M Patel
Name of person(s) signing document in front of Notary

Nadine K Hagedorn
Notary Public Signature

GENERAL NOTARY - State of Nebraska
NADINE K. HAGEDORN
My Comm. Exp. March 28, 2023

03-28-2023

Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)

Mehulkumar Patel
Printed Name of **SPOUSE**

State of Nebraska, County of Cuming

The foregoing instrument was acknowledged before me this

May 19 2022
(Date)

By Mehulkumar Patel
Name of person(s) signing document in front of Notary

Nadine K Hagedorn
Notary Public Signature

GENERAL NOTARY - State of Nebraska
NADINE K. HAGEDORN
My Comm. Exp. March 28, 2023

03-28-2023

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

Office Use

RECEIVED

JUN 03 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:
1) **All members spouse(s) must be listed**
2) **Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Dipikaben M Patel

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Vaiveni LLC

LLC Address: 1211 N Lincoln St

City: West Point State: NE Zip Code: 68788 +1007

LLC Phone Number: 308 870 5903 LLC Fax Number

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Patel First Name: MI:

Home Address: City:

State: Zip Code: Home Phone Number:

D. M. Patel
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Cuming

The foregoing instrument was acknowledged before me this

19th May 2022
Date

by Dipikaben M Patel
name of person acknowledge

Nadine K Hagedorn

Affix Seal

GENERAL NOTARY - State of Nebraska
NADINE K. HAGEDORN
My Comm. Exp. March 28, 2023

3-28-2023

FORM 102
REV JUNE 2015
Page 1 of 4

List names of all members and their spouses (even if a spouse affidavit has been submitted)

Last Name: Patel First Name: Dipikaben MI: M

Social Security Number: [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Manojkumar Patel

Spouse Social Security Number: [redacted] Date of Birth: [redacted]

Percentage of member ownership 100%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth:

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

☐YES ☒NO

If yes, provide the following:

1) Name of corporation _____
2) Supply an organizational chart of the controlling corporation named above
3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December):

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐YES ☒NO

If yes, provide the Federal ID #._____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

7/18/2022
Enclosure 11
Page 44 of 189

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

JUN 03 2022

NEBRASKA LIQUOR CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Vaidehi LLC

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Riverside Convenience

Premise Street Address: 1100 Riverside Blvd

City: Norfolk County: Madison Zip Code: 68701 +2 845

Premise Phone Number: 402-379-4511

Premise Email address: nimalpatel1e@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

D.M. Patel

SIGNATURE REQUIRED BY CORPORATE OFFICER/MANAGING MEMBER
(Faxed signatures are acceptable)

Last Name: Patel First Name: Menulkumar MI: P

Home Address:

City: County: Zip Code:

Home Phone Number:

Driver's License Number & State: [redacted]

Social Security Number: [redacted]

Date Of Birth: [redacted] Place Of Birth:

Email address:

☑ YES ☐ NO

Spouses Last Name: Patel First Name: Dipikaben MI: M

Social Security Number: [redacted]

Driver's License Number & State: [redacted], NE

Date Of Birth: [redacted] Place Of Birth: India

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020	2022	Shreem LLC	Harry Patel	4023723998
2015	2020	Big 12 Motel	Dipikaben Patel	4023723998

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☑ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Minor traffic violations				

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☑ YES ☐ NO

IF YES, list the name of the premise(s): Crown Liquors Rome, GA

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☑ YES ☐ NO

7/18/2022
Enclosure 11
Page 47 of 189

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Will submit upon completion		

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☑YES ☐NO

7/18/2022
Enclosure 11
Page 48 of 189

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34.*

D. M. Patel

Signature of Manager Applicant **Signature of Spouse**

ACKNOWLEDGEMENT

State of Nebraska
County of Cumming The foregoing instrument was acknowledged before me this

May 19 2022 by Mehulkumar P. Patel and Dipikaben M. Patel
date NAME OF PERSON BEING ACKNOWLEDGED

Nadine K. Hagedorn
Notary Public signature

Affix Seal

GENERAL NOTARY - State of Nebraska
NADINE K. HAGEDORN
My Comm. Exp. March 28, 2023

3-28-2023

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

City of Norfolk
NEBRASKA
right at home.

309 N 5th Street
Norfolk, NE 68701-4092
P402-844-2000 F402-844-2001
www.ci.norfolk.ne.us

July 19, 2022

NE Liquor Control Commission
Attn: Kim Frederick, Licensing
Email: kim.frederick@nebraska.gov

Dear Kim:

On June 29, 2022, the City of Norfolk received the Class D liquor license application of Vaidehi, LLC, dba Riverside Convenience,1100 Riverside Boulevard, and the manager application of Mehulkumar P. Patel. The City Council, on July 18, 2022, approved forwarding a letter of no recommendation on the liquor license application.

Sincerely,

CITY OF NORFOLK

Josh Moenning
Mayor

Enclosures

cc: Mehulkumar Patel, Riverside Convenience

202 N. 7th Street
Norfolk, NE 68701
24 hrs. 402-644-8700
Office 402-844-2150
www.norfolkne.gov

Don Miller
Chief of Police

dmiller@norfolkne.gov

To: Brianna Duerst
City Clerk

From: Don Miller
Chief of Police

RE: Liquor License background for Riverside Convince

Date: July 13, 2022

Norfolk Police had been asked to review a liquor license application for Riverside Convenience Store, located at 1100 Riverside Blvd. Norfolk.

Riverside Convenience recently changed ownership with the new owners completing this application. The owner is listed as Dipikaben M. Patel, DOB 8/26/73 under the registered corporation of Vaidehi LLC d.b.a. Riverside Convenience. Her husband, Mehulkumar Patel DOB 1-5-72 is listed as the manager.

We checked the Norfolk Police department records for Dipikaben Patel and there were no records or contacts with her in our files. We also checked the Nebraska Criminal Justice Information system. We found that Dipikaben had a traffic citation in Howard County on 6-2-15 and another traffic citation in Custer County on 10-1-16. Other than that she had no entries on that system.

We checked the Norfolk Police department records for Mehulkumar Patel and he had no records or contacts in our system. We checked the Nebraska Criminal Information System for Mehulkumar. The only thing found was a speeding warning in Buffalo County on 3-10-15, a speeding warning in Custer County on 11-25-19 and a traffic citation in Howard County on 10-14-15.

A review of the location, 1100 Riverside Blvd, showed there were no calls of concern at the business.

This application license #125016 will replace the current license #108516 held by the previous owners.

I have no more information.

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2022, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY"; Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation, hereinafter referred to as "VULCRAFT"; and REPAR, LLC, a Nebraska Limited Liability Corporation, hereinafter referred to as "FUN SERVICES", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow VULCRAFT to use CITY's Ta-Ha-Zouka Park facility for a company picnic subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow VULCRAFT to utilize the park in conjunction with VULCRAFT's purpose of holding a company picnic which may include but is not limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park.

2. TERM. The term of this Agreement shall be for the day of Saturday, July 30, 2022. VULCRAFT's event is scheduled from 9:00 a.m. to 1:00 p.m. on July 30, 2022.

3. LATE FEE. Pursuant to CITY's policy, VULCRAFT shall pay to CITY a late fee in the amount of $75.00 due to VULCRAFT submitting an event application to CITY later than 60 days prior to VULCRAFT's use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.

4. MAP. Attached hereto as Exhibit "A" is a map delineating the portion of Ta-Ha-Zouka Park that VULCRAFT will utilize for its event. Said delineated area is hereinafter referred to as the "designated area of the park".

5. SET UP/CLEAN UP. VULCRAFT shall be allowed to begin setting up for its event on Saturday, July 30, 2022, at 7:00 a.m. VULCRACT shall be responsible for cleanup from the event and shall complete said cleanup at the conclusion of the event on Saturday, July 30, 2022.

6. NONEXCLUSIVE USE. The parties understand that VULCRAFT's use of Ta-Ha-Zouka Park for its event shall be nonexclusive as the park will not be closed to the public during this event.

7. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's parks and recreation director or his designee. The parties acknowledge that the areas approved for parking are subject to change or denial up until the time of the event and may

depend upon precipitation or other variables not within the control of the parties to this Agreement.

8. SHELTER. VULCRAFT understands that this Agreement does not include the reservation of a shelter in Ta-Ha-Zouka Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

9. TRASH RECEPTACLES. VULCRAFT agrees, at its expense, to place a sufficient number of trash receptacles in Ta-Ha-Zouka Park to accommodate the number of people expected to attend its event and to have said trash receptacles removed at the end of the event.

10. TEMPORARY TOILETS. VULCRAFT agrees, at its expense, to place a sufficient number of temporary toilets in Ta-Ha-Zouka Park to accommodate the number of people expected to attend its event. The temporary toilets shall be placed at locations approved by CITY's parks and recreation director.

11. TEMPORARY STAGE. CITY shall allow VULCRAFT to place a temporary stage in the park for VULCRAFT's event at a location approved by CITY's parks and recreation director.

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

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

The policy issued shall cover all activities sponsored by VULCRAFT for this event with no exclusions. VULCRAFT's insurance shall be the primary insurance coverage for VULCRAFT's event with the exception of activities for which insurance is provided by FUN SERVICES, in which case FUN SERVICES' insurance shall be primary and VULCRAFT's insurance shall be secondary. VULCRAFT agrees to be responsible for any damages or claim of loss not covered by VULCRAFT's insurance or FUN SERVICES' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 20, 2022, then (1) VULCRAFT shall pay a late fee to CITY in the amount of $75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from VULCRAFT failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement**.** The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

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

15. TENTS/INFLATABLES/GAMES.

A. Placement of Tents/Inflatables/Games. CITY shall allow VULCRAFT and/or FUN SERVICES to place tents, inflatables, and games in the park at locations approved by CITY's parks and recreation director. If the tents, inflatables, and games are to be held in place by stakes in the ground, then at least forty-eight (48) hours prior to Saturday, July 30, 2022, VULCRAFT and/or FUN SERVICES shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where tents, inflatables, and games are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, VULCRAFT and/or FUN SERVICES shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents, inflatables, and games. CITY will attempt to locate any private underground lines it owns. VULCRAFT and/or FUN SERVICES shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tents, inflatables, and games are to be placed. VULCRAFT and/or FUN SERVICES shall be responsible for any damage to any underground utility lines or to any unlocated lines.

B. Wind. VULCRAFT and/or FUN SERVICES agree to cease and desist use of inflatables, tents, and/or games in the event wind speeds exceed inflatables manufacturer's recommendations.

C. FUN SERVICES Insurance. FUN SERVICES shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all activities sponsored by FUN SERVICES for this event with no exclusions. In addition, FUN SERVICES shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for all events related to the placement and operation of inflatables and/or games on CITY's property July 30, 2022 for VULCRAFT's event. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 27, 2022, then (1) this paragraph of this Agreement shall be voidable at the option of CITY's risk manager, and (2) FUN SERVICES is not authorized to place or operate inflatables and/or games in the park and VULCRAFT shall be responsible for any unauthorized placement and operation of inflatables, tents, and/or games in the park.

D. Hold Harmless/Indemnification by FUN SERVICES. FUN SERVICES herewith agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by FUN SERVICES, VULCRAFT or any third party from damage or claim of damage that arises from any of the activities, or attending or accessing any of the activities, authorized or undertaken as provided in this Agreement, including but not limited to the placement of inflatables, tents, and/or games on CITY property, and for any loss to CITY that results from FUN SERVICES failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

17. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, VULCRAFT shall not place signs advertising VULCRAFT's event on property adjacent to any state highway.

18. NO PAINT ON CONCRETE. VULCRAFT shall not paint or permanently mark any concrete in Ta-Ha-Zouka Park for VULCRAFT's event. In the event that VULCRAFT does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by VULCRAFT.

19. DIRECTED HEALTH MEASURES. VULCRAFT agrees to comply with any and all Directed Health Measures issued by the Governor of the State of Nebraska and to comply with the most current and updated Directed Health Measures of all local, state, and federal health agencies as they relate to activities authorized in this Agreement.

20. MANAGEMENT. The parties acknowledge and agree that VULCRAFT shall be solely responsible for the operation and management of the designated area of the park during the term of this Agreement when the designated area of the park is being utilized by VULCRAFT for

VULCRAFT's event(s) and related activities. VULCRAFT shall be responsible for operating and managing the designated area of the park in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the park including, but not limited to, the most current and updated directed health measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). VULCRAFT represents and covenants to CITY that VULCRAFT is familiar with the Rules and that VULCRAFT shall operate and manage the designated area of the park in accordance with the Rules. VULCRAFT shall ensure that all individuals utilizing the park for VULCRAFT's event shall conduct themselves in accordance with the Rules.

21. MAINTENANCE. VULCRAFT shall be responsible for maintaining the designated area of the park in accordance with the Rules so that the designated area of the park may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. VULCRAFT shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

22. NO USAGE FEE. VULCRAFT shall pay no fee to CITY for the use of Ta-Ha-Zouka Park for its event.

23. CANCELLATION. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to VULCRAFT resulting from CITY's cancellation of VULCRAFT's activities.

24. FAILURE TO SIGN AGREEMENT. In the event that FUN SERVICES fails to sign this Agreement, then this Agreement shall remain in effect between CITY and VULCRAFT with VULCRAFT assuming all responsibilities allocated to FUN SERVICES herein.

25. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

_____ By_____
Brianna Duerst, City Clerk Josh Moenning, Mayor

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

NUCOR CORPORATION by and through its Vulcraft Nebraska Division, A Delaware Corporation

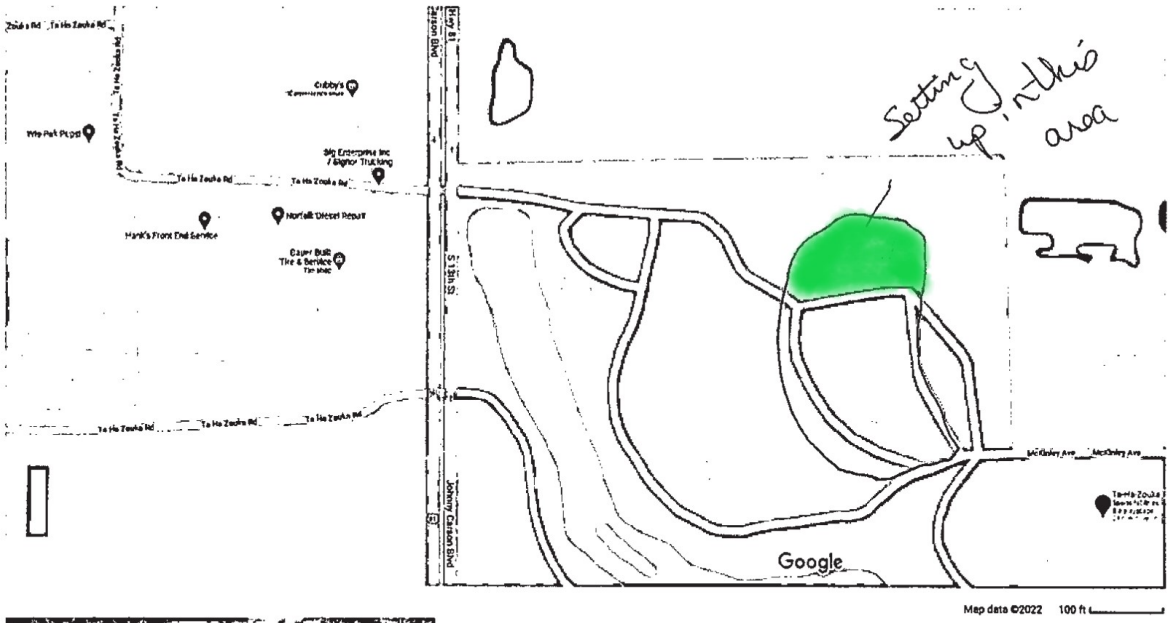
By _____
Title: _____
Printed Name: _____

REPAR, LLC, A Nebraska Limited Liability Corporation

By _____
Title: _____
Printed Name: _____

EXHIBIT “A”

Google Maps Ta-Ha-Zouka Park



Ta-Ha-Zouka Park

4.5 ★★★★½ 572 reviews

Park

Directions Save Nearby Send to phone Share

Park offering facilities for softball, sand volleyball, horseshoes & disc golf, plus a playground.

2201 S 13th St, Norfolk, NE 68701

Open · Closes 10PM

norfolkne.gov

(402) 844-2180

2H4H+2M Norfolk, Nebraska

Send to your phone

Claim this business

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of July, 2022, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Norfolk Crush, LLC, a Delaware Limited Liability Company, hereinafter referred to as "OWNER", WITNESSETH:

WHEREAS, OWNER is the owner of 1 parcel(s) of real property with unoccupied structure(s) located thereon which property(ies) is/are addressed as 4104 North 1st Street, Norfolk, Nebraska; and

WHEREAS, OWNER has plans to demolish the structure(s) located upon the aforesaid property(ies); and

WHEREAS, CITY, desires to hold a training exercise for its Public Safety personnel on OWNER's aforesaid property(ies); and

WHEREAS, said Public Safety training exercise would involve some property damage to the structure(s) located on OWNER's property(ies); and

WHEREAS, OWNER is desirous of allowing CITY to conduct its Public Safety training exercise on OWNER's aforesaid property(ies).

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

1. PROPERTY. OWNER shall allow CITY to conduct Public Safety training exercise(s) on OWNER's unoccupied property(ies) located at 4104 North 1st Street in Norfolk, Nebraska, from the date of this Agreement to July 31, 2022 between the hours of 8:00 a.m. and 10:00 p.m.

2. PROPERTY DAMAGE. The parties understand that OWNER plans to demolish the structure(s) located on the aforesaid property(ies) and, as such, OWNER herewith gives CITY permission to cause property damage to said structure(s) while conducting its Public Safety training exercise.

3. SECURE STRUCTURE(S). After completion of CITY's Public Safety training exercise, CITY shall secure the structure(s) located on OWNER's property(ies) by closing and locking all existing doors and windows and boarding up or screwing shut any doors or windows damaged during the training exercise.

4. INSURANCE. CITY shall provide OWNER with a certificate showing evidence of general liability insurance coverage in the following minimum amounts:

General Aggregate	$1,000,000
a. Bodily Injury/Property Damage	$1,000,000 each occurrence

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

Said certificate shall be provided to OWNER upon execution of this Agreement.

5. INDEMNIFICATION/HOLD HARMLESS. CITY does hereby release and forever discharge OWNER from any and all liability for personal and bodily injury to CITY's employees or agents, and for property damage to CITY's equipment and/or property utilized in the Public Safety training exercises and does hereby further agree to indemnify and hold OWNER harmless for any of the aforementioned liability to third persons arising out of and in the course of CITY's Fire Division training exercise on OWNER's aforesaid property(ies).

6. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

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

NORFOLK CRUSH, LLC, a Delaware Limited Liability Company

By _____
Nicholas Bowdish, Manager & President

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

PERMANENT EASEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 20___, by and between Christ the Servant Lutheran Church, a nonprofit corporation hereinafter referred to as "OWNERS", and the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", Witnesseth:

WHEREAS, the OWNER currently own and have title to the real estate hereinafter described as:

Parcel 2. A tract of land lying wholly in the Northeast Quarter of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Beginning at a point 483.72 feet West of the Northeast corner of said Northeast Quarter of Section 23; thence continuing west 200.0 feet; thence South 680.72 feet; thence east 683.72 feet; thence North 50.0 feet; thence West 243.72 feet; thence North 422.0 feet; thence West 240.0 feet; thence North 208.7 feet to the point of beginning, less the following described tract: Referring to the Northeast corner of said Quarter Section; thence Westerly a distance of 483.72 feet along the North line of said quarter section to the point of beginning; thence Westerly deflecting 00°00'00" a distance of 200.00 feet along said line; thence Southerly deflecting 89°22'41" left, a distance of 49.82 feet along the West line of the property owned by the Grantor(s); thence Easterly deflecting 91°01'29" left, a distance of 200.02 feet to a point on the East line of the property owned by the grantor(s); thence Northerly deflecting 88°58'31" left, a distance of 48.41 feet along said line to the point of beginning.

WHEREAS, the CITY desires easements allowing for the construction of a concrete trail; and

NOW THEREFORE, it is agreed as follows:

1. The OWNER hereby grant, assign, and set over to the CITY a permanent easement for the construction of a concrete trail over, on and under the following described property as shown and described herein and shown on Exhibit A.

   See attached Exhibit A.

   A tract of land lying wholly in the NE 1/4 of section 23, Township 24 North, Range 1 West of the 6th Principal Meridian, Madison County, Nebraska, described as follows: Beginning at the Southeast corner of Norfolk Evangelical Free Church Subdivision Lot 1, to the City of Norfolk, Madison County, Nebraska, as the point of beginning, thence west 15' on said South property line, thence South 50' to North property line of Lot 4, Block 1, meadow Ridge – Phase 1 4th Addition, thence East 15' on said property line to Northeast corner of said Lot 4, thence North 50' to point of beginning.

   The OWNER, shall fully use and enjoy the aforesaid premises, except as to the rights herein granted. The OWNER, themselves, their successors and assigns, covenant and agree that no buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the easement area described herein.

2. The CITY shall restore any surfaces damaged due to construction or repair to conditions similar to the condition existing prior to the trail construction.

3. The OWNERS agree that for and in consideration of the sum of One Dollar and 00 Cents, ($1.00), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, the OWNER have this day bargained and sold by these presents does bargain, sell, convey, transfer, and deliver unto the CITY the aforesaid easement.

4. Said easement shall run with the land and shall be binding on the parties hereto, their successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Easements by signing separate signature pages hereof.

Christ the Servant Lutheran Church
A nonprofit corporation

BY: _____
Title: Brian Anderson, President

BY: _____
Title: Greg Moen, Vice President

BY: _____
Title: Tara Peters, Treasurer

BY: _____
Title: Linda Sheppard, Secretary

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brian Anderson, President of Christ the Servant Lutheran Church, a nonprofit corporation, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his/her voluntary act and deed on behalf of the corporation.

_____
Notary Public - Signature

_____
Notary Public – Printed Name

My commission expires the _____ day of _____, 20____.

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 14th day of July, 2022, by Greg Moen, Vice President of Christ the Servant Lutheran Church, a nonprofit corporation, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his/her voluntary act and deed on behalf of the corporation.

DARCY L. PRESTEIN-OÑATE
General Notary State of Nebraska
My Commission Expires
December 17, 2024

Darcy L Presteni-Oñate
Notary Public - Signature

Darcy L Presteni-Oñate
Notary Public – Printed Name

My commission expires the 17th day of December, 2024.

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 11th day of July, 2022, by Tara Peters, Treasurer of Christ the Servant Lutheran Church, a nonprofit corporation, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his/her voluntary act and deed on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
LYNN HANS
My Comm. Exp. June 2, 2025

Lynn Hans
Notary Public - Signature

Lynn Hans
Notary Public – Printed Name

My commission expires the 2nd day of June, 2025

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

The foregoing instrument was acknowledged before me this 12th day of July, 2022, by Linda Sheppard, Secretary of Christ the Servant Lutheran Church, a nonprofit corporation, known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his/her voluntary act and deed on behalf of the corporation.

Stacey Jurgensen
Notary Public - Signature

GENERAL NOTARY - State of Nebraska
STACEY JURGENSEN
My Comm. Exp. January 16, 2024

Stacey Jurgensen
Notary Public – Printed Name

My commission expires the 12th day of July, 2022.

ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City of Norfolk, Nebraska, a Municipal Corporation.

ATTEST:

_____ _____
Brianna Duerst, City Clerk Josh Moenning, Mayor

(S E A L)

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

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

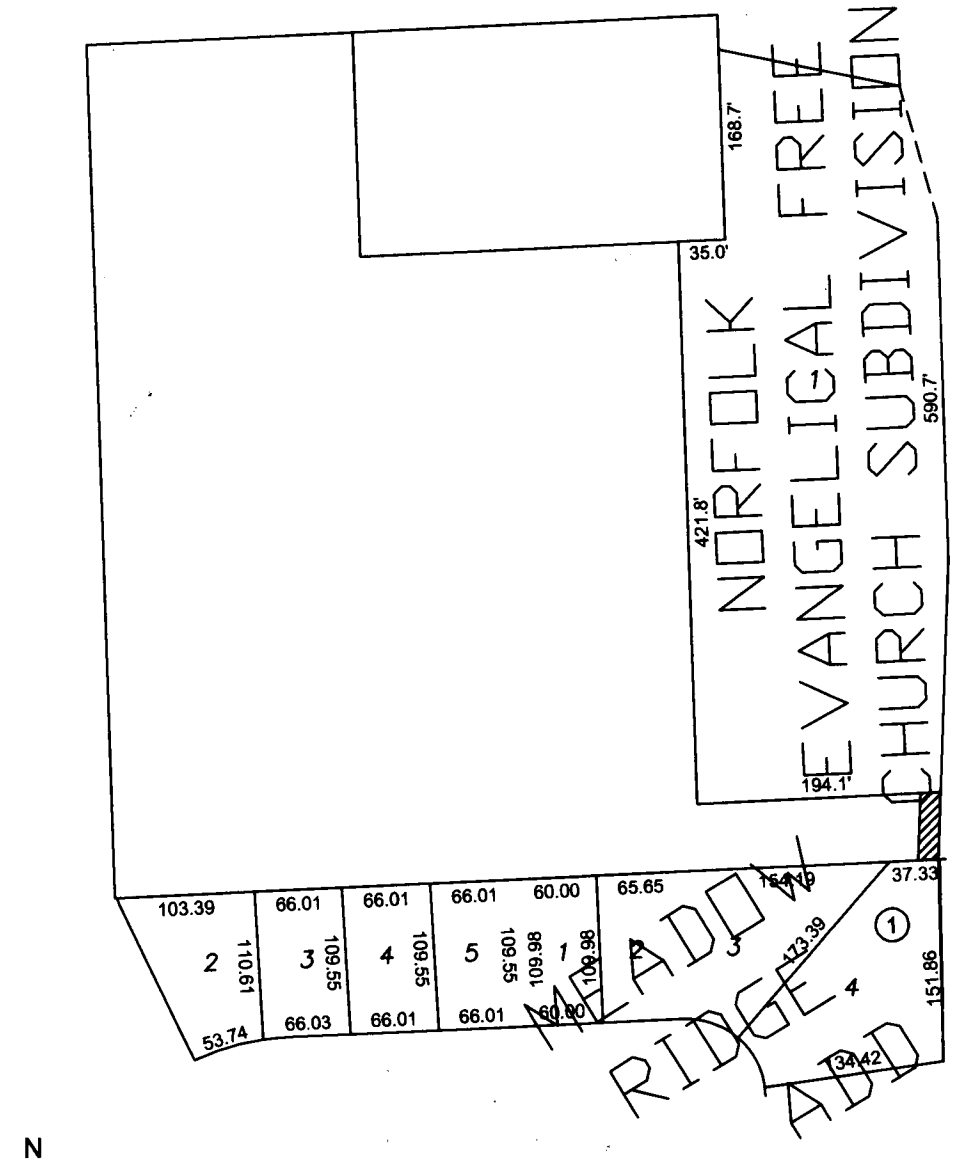
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for said County and State, personally came Josh Moenning, Mayor and Brianna Duerst, City Clerk of the City of Norfolk, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

_____
Notary Public - signature

_____
Notary Public – printed name

My commission expires the _____ day of _____, 20____

PERMANENT EASEMENTS



N

No Scale

Permanent Easement

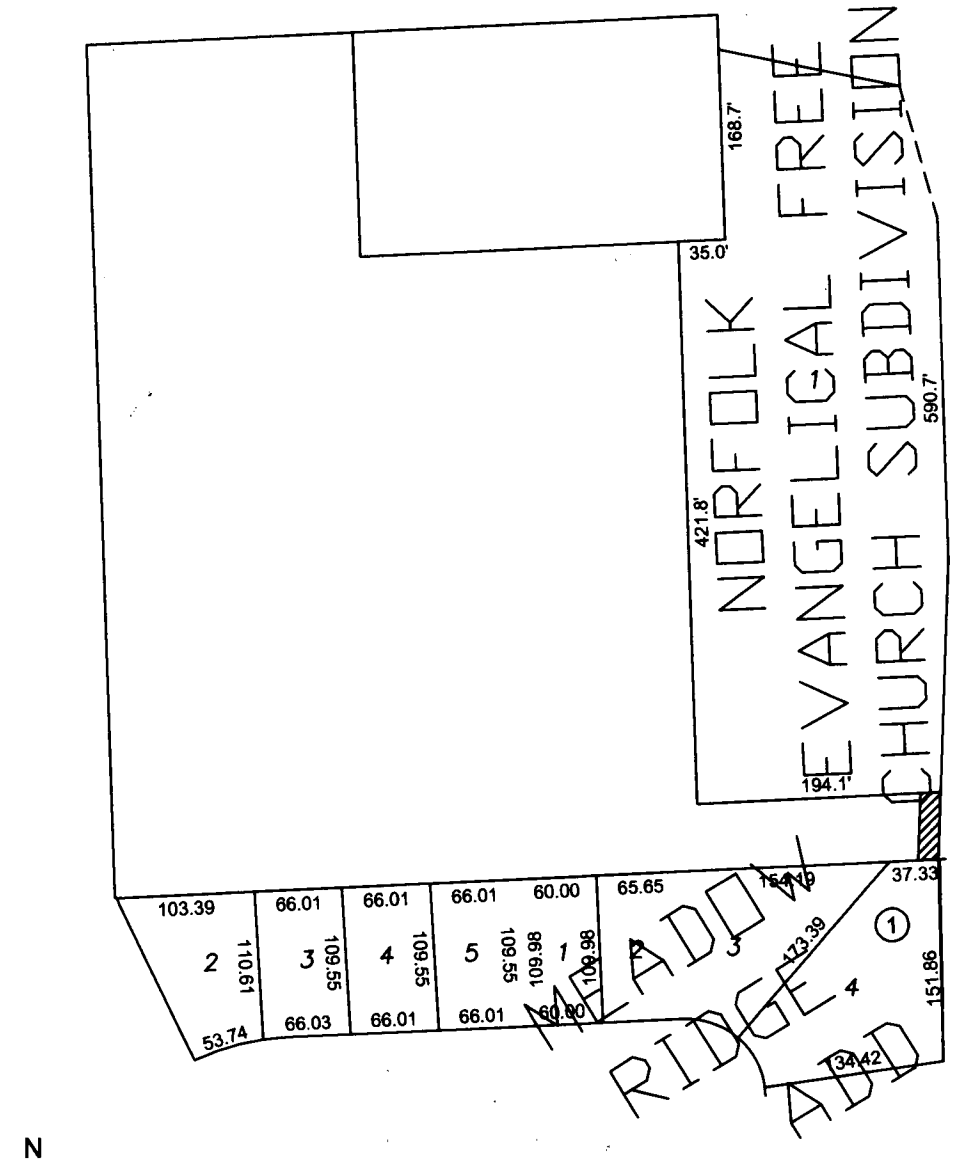
Permanent Easements

Tract 1

A tract of land lying wholly in the NE 1/4 of section 23, Township 24 North, Range 1 West of the 6th Principal Meridian, Madison County, Nebraska, described as follows: Beginning at the Southeast corner of Norfolk Evangelical Free Church Subdivision Lot 1, to the City of Norfolk, Madison County, Nebraska, as the point of beginning, thence west 15' on said South property line, thence South 50' to North property line of Lot 4, Block 1, Meadow Ridge - Phase 1 4th Addition, thence East 15' on said property line to Northeast corner of said Lot 4, thence North 50' to point of beginning.

Said tract of land contains 750 square feet more or less.

PERMANENT EASEMENTS



N

No Scale

Permanent Easement

Permanent Easements

Tract 1

A tract of land lying wholly in the NE 1/4 of section 23, Township 24 North, Range 1 West of the 6th Principal Meridian, Madison County, Nebraska, described as follows: Beginning at the Southeast corner of Norfolk Evangelical Free Church Subdivision Lot 1, to the City of Norfolk, Madison County, Nebraska, as the point of beginning, thence west 15' on said South property line, thence South 50' to North property line of Lot 4, Block 1, Meadow Ridge - Phase 1 4th Addition, thence East 15' on said property line to Northeast corner of said Lot 4, thence North 50' to point of beginning.

Said tract of land contains 750 square feet more or less.

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 10/29/22 Fee $ 610.00 10/29 Rec'd by EG

SUBDIVISION APPLICATION

Name of Subdivision: Block One River Addition to the City of Norfolk, Madison County, Nebraska

☐ Preliminary ☑ Final

Applicant: Dan & Connie Geary — 311 W Norfolk Ave., Ste. 200, Norfolk
Name — Address
402-649-8465 (Connie)
Phone — Email

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

Contact: (other than Applicant) Connie Geary — 311 W Norfolk Ave., Ste. 200, Norfolk
Name — Address
402-649-8465
Phone — Email

Current Zoning: R-1

General Location/Address: North of Braasch Ave. & East of 3rd St., Norfolk

Legal Description: See Attached sheet

Property Area, Square Feet and/or Acres: 211,640 sq.ft.

Signature of Owner
Dan or Connie Geary
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

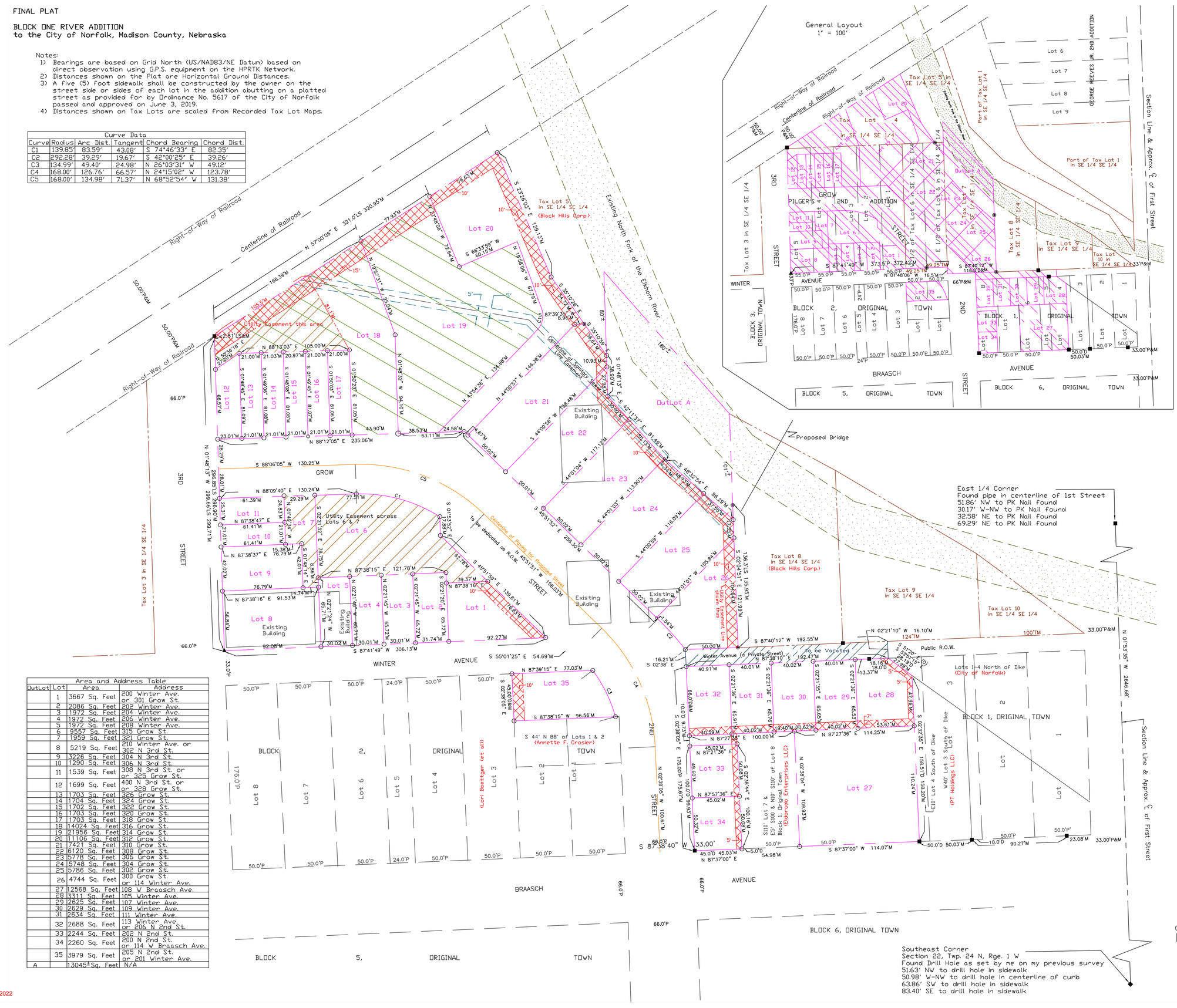
FINAL PLAT

BLOCK ONE RIVER 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) Distances shown on Tax Lots are scaled from Recorded Tax Lot Maps.

Curve Data					
Curve	Radius	Arc Dist.	Tangent	Chord Bearing	Chord Dist.
C1	139.85'	83.59'	43.08'	S 74°46'33" E	82.35'
C2	292.28'	39.29'	19.67'	S 42°00'25" E	39.26'
C3	134.99'	49.40'	24.98'	N 26°03'31" W	49.12'
C4	168.00'	126.76'	66.57'	N 24°15'02" W	123.78'
C5	168.00'	134.98'	71.37'	N 68°52'54" W	131.38'

Area and Address Table			
OutLot	Lot	Area	Address
	1	3667 Sq. Feet	200 Winter Ave. or 301 Grow St.
	2	2086 Sq. Feet	202 Winter Ave.
	3	1972 Sq. Feet	204 Winter Ave.
	4	1972 Sq. Feet	206 Winter Ave.
	5	1972 Sq. Feet	208 Winter Ave.
	6	9557 Sq. Feet	315 Grow St.
	7	1959 Sq. Feet	321 Grow St.
	8	5219 Sq. Feet	210 Winter Ave. or 302 N 3rd St.
	9	3226 Sq. Feet	304 N 3rd St.
	10	1290 Sq. Feet	306 N 3rd St.
	11	1539 Sq. Feet	308 N 3rd St. or or 325 Grow St.
	12	1699 Sq. Feet	400 N 3rd St. or or 328 Grow St.
	13	1703 Sq. Feet	326 Grow St.
	14	1704 Sq. Feet	324 Grow St.
	15	1702 Sq. Feet	322 Grow St.
	16	1703 Sq. Feet	320 Grow St.
	17	1703 Sq. Feet	318 Grow St.
	18	14024 Sq. Feet	316 Grow St.
	19	21956 Sq. Feet	314 Grow St.
	20	11106 Sq. Feet	312 Grow St.
	21	7421 Sq. Feet	310 Grow St.
	22	6120 Sq. Feet	308 Grow St.
	23	5778 Sq. Feet	306 Grow St.
	24	5748 Sq. Feet	304 Grow St.
	25	5786 Sq. Feet	302 Grow St.
	26	4744 Sq. Feet	300 Grow St. or 114 Winter Ave.
	27	12568 Sq. Feet	108 W Braasch Ave.
	28	3311 Sq. Feet	105 Winter Ave.
	29	2625 Sq. Feet	107 Winter Ave.
	30	2629 Sq. Feet	109 Winter Ave.
	31	2634 Sq. Feet	111 Winter Ave.
	32	2688 Sq. Feet	113 Winter Ave. or 206 N 2nd St.
	33	2244 Sq. Feet	202 N 2nd St.
	34	2260 Sq. Feet	200 N 2nd St. or 114 W Braasch Ave.
	35	3979 Sq. Feet	205 N 2nd St. or 201 Winter Ave.
A		13045±Sq. Feet	N/A



East 1/4 Corner
Found pipe in centerline of 1st Street
51.86' NW to PK Nail found
30.17' W-NW to PK Nail found
32.58' NE to PK Nail found
69.29' NE to PK Nail found

Southeast Corner
Section 22, Twp. 24 N, Rge. 1 W
Found Drill Hole as set by me on my previous survey
51.63' NW to drill hole in sidewalk
50.98' W-NW to drill hole in centerline of curb
63.86' SW to drill hole in sidewalk
83.40' SE to drill hole in sidewalk

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of BLOCK ONE RIVER ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of parts of Block 1 & 2 of Original Town of Norfolk, Madison County, Nebraska and Lots 1-5, Pilger's Second Addition to the City of Norfolk, Madison County, Nebraska and Tax Lots 4, 6 & 7 in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M. Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said BLOCK ONE RIVER ADDITION to the City of Norfolk, Madison County, Nebraska and that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said BLOCK ONE RIVER 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 BLOCK ONE RIVER ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots 1 -36 at the instance and request of the owner.

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

Commencing at the Southwest corner of Lot 4, Block 1, Original Town of Norfolk, Madison County, Nebraska, extending thence North 176 feet to the North line of said Lot 4; thence East 18 feet; thence South 51 degrees 20 minutes East along the South side of the dike along the North Fork River, a distance of 28.18 feet; thence South 158.51 feet; and thence West 40 feet to the place of beginning; AND

Lots 5 & 6, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

The South 100 Feet of the West 45 Feet of Lot 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

The North 44 Feet of Lots 1 and 2, Block 2, Original Town of Norfolk, Madison County, Nebraska, AND

East Half (E ½) of Tax Lot Six (6) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska, AND

A tract of land in Tax Lot Seven (7) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska more particularly described as follows: Commencing at a point 16 Feet north and 116 Feet west of the Northeast corner of Lot Eight (8), Block One (1) Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND

The North 66 Feet of Lots 7 and 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

Tax Lot 7, in the Southeast Quarter of the Southeast Quarter of Section 22, Township 24 North, Range 1 West of the 6th P.M., in the City of Norfolk, Madison County, Nebraska, more particularly described as follows: Commencing 16 Feet North of the Northeast corner of Lot 8, Block 1, Original Town of Norfolk; running thence West 116 Feet; thence North 22 rods to the center of the creek known as the North Fork of the Elkhorn River, running thence down the center of said creek to a point due North of the starting point; thence due South 13 1/2 rods to the place of beginning, WITH THE EXCEPTION OF a tract of land in Tax Lot 7, more particularly described as follows: Commencing at a point 16 Feet north and 116 Feet west of the Northeast corner of Lot 8, Block 1, Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North Fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 Feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND

Lots 1, 2, 3, 4 and 5, Pilger's Second Addition to Norfolk, Madison County, Nebraska, AND

Tax Lot 4 in the SE ¼ SE ¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

All That West Half of Lot 6 in the SE ¼ SE ¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

Part of Winter Avenue (to be vacated):

Beginning at the Northwest corner of Block 1, Original Town of Norfolk, Madison County, Nebraska;
thence N 87°38'10" E, on the North line of said Block 1, 192.47 feet;
thence N 02°21'10" W 16.10 feet to a point on the South line of Tax Lots 7, 8 & 9 in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska;
thence S 87°40'12" W, on said South line of Tax Lots, 192.55 feet;
thence S 02°38' E 16.21 feet to the point of beginning.

I hereby state that I have executed this instrument on this 27th day of June, 2022.

_____
LaVern F. Schroeder
Registered Land Surveyor #312

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 1-36, to be known hereinafter as BLOCK ONE RIVER ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of parts of Block 1 & 2 of Original Town of Norfolk, Madison County, Nebraska and Lots 1-5, Pilger's Second Addition to the City of Norfolk, Madison County, Nebraska and Tax Lots 4, 6 & 7 in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M. 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.

_____ _____
Daniel E. Geary Connie J. Geary

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Daniel E. Geary and Connie J. Geary, husband and wife.

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 _____ 2022.

_____
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 _____, 2022.

Attest: _____ _____
Brianna Duerst Josh Moenning
City Clerk Mayor

WAIVER

We, Daniel E. Geary and Connie J. Geary 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.

_____ _____
Daniel E. Geary Connie J. Geary

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 _____ 2022.

_____
Diane Nykodym
Register of Deeds

Proj. No.
2022-48Final

Legend
- ■ Pipe Found
- ▲ P.K. Nail Found
- ◆ Drill Hole Found
- ◉ Pin Found
- O Pin Set
- P Platted Dist.
- D Deed Dist.
- LS LaVern F. Schroeder's Previous Dist.
- TM Tax Lot Map Dist.
- M Measured Dist.
- Section Line
- Property Line
- Lot Line
- Parcel Line
- Tax Lot Line
- Building Line
- Sanitary Sewer Line - Centerline
- Sanitary Sewer Line - Easement
- Utility Easement Line - New
- Utility Easement over Lots 6, 7 & pt. 19 as shown
- Parking & Sidewalk Easement over Lots 19 & 20 as shown
- Utility Easement

0 40 80

7/18/2022

By: City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

SUBDIVISION AGREEMENT

Block One River Addition to the City of Norfolk, Madison County, Nebraska

This Agreement is made and entered into this _____day of _____, 2022 by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as the "City" and Daniel E. Geary and Connie J. Geary, the Owners, hereinafter referred to as the "Developer".

WHEREAS, the Developer is the owner of certain property situated in the City of Norfolk, Madison County, Nebraska, and legally described as follows:

The tract of land comprising said Addition is more particularly described as follows: Commencing at the Southwest corner of Lot 4, Block 1, Original Town of Norfolk, Madison County, Nebraska, extending thence North 176 feet to the North line of said Lot 4; thence East 18 feet; thence South 51 degrees 20 minutes East along the South side of the dike along the North Fork River, a distance of 28.18 feet; thence South 158.51 feet; and thence West 40 feet to the place of beginning; AND
Lots 5 & 6, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND
The South 100 feet of the West 45 feet of Lot 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND
The North 44 feet of Lots 1 and 2, Block 2, Original Town of Norfolk, Madison County, Nebraska, AND
East Half (E ½) of Tax Lot Six (6) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska, AND
A tract of land in Tax Lot Seven (7) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska more particularly described as follows: Commencing at a point 16 feet north and 116 feet west of the Northeast corner of Lot Eight (8), Block One (1) Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND
The North 66 feet of Lots 7 and 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

Tax Lot 7, in the Southeast Quarter of the Southeast Quarter of Section 22, Township 24 North, Range 1 West of the 6th P.M., in the City of Norfolk, Madison County, Nebraska, more particularly described as follows: Commencing 16 feet North of the Northeast corner of Lot 8, Block 1, Original Town of Norfolk; running thence West 116 feet; thence North 22 rods to the center of the creek known as the North Fork of the Elkhorn River, running thence down the center of said creek to a point due North of the starting point; thence due South 13 1/2 rods to the place of beginning, WITH THE EXCEPTION OF a tract of land in Tax Lot 7, more particularly described as follows: Commencing at a point 16 feet north and 116 feet west of the Northeast corner of Lot 8, Block 1, Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND

Lots 1, 2, 3, 4 and 5, Pilger's Second Addition to Norfolk, Madison County, Nebraska, AND

Tax Lot 4 in the SE ¼ SE ¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

West Half of Tax Lot 6 in the SE ¼ SE ¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

Part of Winter Avenue (to be vacated):

Beginning at the Northwest corner of Block 1, Original Town of Norfolk, Madison County, Nebraska;
thence N 87°38'10" E, on the North line of said Block 1, 192.47 feet;
thence N 02°21'10" W 16.10 feet to a point on the South line of Tax Lots 7, 8 & 9 in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska;
thence S 87°40'12" W, on said South line of Tax Lots, 192.55 feet;
thence S 02°38' E 16.21 feet to the point of beginning.

IT IS, THEREFORE, agreed by the parties contained herein as follows:

GENERAL CONDITIONS:

1. Sanitary Sewer: The Developer agrees to install sanitary sewer lines and appurtenances to serve all lots in the Subdivision in accordance with the plans and specifications approved by the City Engineer and filed with the City Engineer's office. The Developer agrees to pay all costs associated with the installation of sanitary sewer lines, manholes, and sanitary sewer services to individual lots in the addition. If the City requests that the Developer install sanitary sewer lines, manholes, and appurtenances that exceed the size requirements set forth in the Norfolk City Code and any adopted International Codes, the City will pay for oversize costs. There will be a cost for connection to existing sanitary sewer as outlined in Chapter 26 of the Norfolk City Code.

   The Developer's registered professional engineer shall submit the plans and specifications to the Nebraska Department of Environment and Energy for review to obtain a construction permit for the sanitary sewer improvements prior to any construction, if required. There will be no cost to the City for preparing the plans and specifications for the sanitary sewer or applying for or obtaining associated permits.

2. Water: The Developer agrees to install water mains, water services and appurtenances to serve all lots in the Subdivision in accordance with the plans and specifications approved by the City Engineer and filed with the City Engineer's office. The Developer agrees to pay all costs associated with the installation of water mains, water services and

appurtenances to individual lots in the Subdivision. If the City requests that the Developer install water mains, water services and appurtenances that exceed the size requirements set forth in the Norfolk City Code and any adopted International Codes, the City will pay for oversize costs. There will be a cost for connecting to the existing water system as outlined in Chapter 26 of the Norfolk City Code.

The Developer's registered professional engineer shall submit the plans and specifications to the Nebraska Department of Health and Human Services for review to obtain a construction permit for the water main improvements prior to any construction, if required. There will be no cost to the City for preparing the plans and specifications for the water mains or applying for or obtaining associated permits.

3. Street Improvements: The Developer agrees to construct and install paving, foundation course, and storm sewer improvements according to the plans and specifications approved by the City Engineer and filed with the City Engineer's office. Street widths vary in the subdivision. The minimum street width is 27 feet back of curb to back of curb on Winter Avenue. The pavement section shall include a minimum of 4 inches of Foundation Course. The Developer agrees to pay all costs associated with the construction of streets and the installation of storm sewer.

   The Developer agrees that street signs approved by the City will be installed in the Subdivision at no cost to the City. Said signs will be equal, in type and quality, to the signs currently in use by the City of Norfolk. The Developer agrees that the City may order street signs and bill the Developer directly for the cost of all street signs in the subdivision.

4. Sidewalks: The Developer agrees to install a minimum of a five-foot-wide sidewalk on the street side or sides of each lot in the Subdivision as provided for in Section 22-20 of the Norfolk City Code. Lots or Outlots that are used for storm water control shall also require construction of sidewalk along adjacent streets as provided for in Section 22-20 of Norfolk City Code.

5. Grading and Drainage: The Developer agrees to grade the Subdivision according to the grading and drainage plans approved by the City Engineer and filed in the City Engineer's office, such plans are made a part of this agreement by reference. A Standard Grading Permit shall be obtained from the City prior to commencing grading activity.

   The adjacent storm sewer systems have been designed to accommodate the drainage requirements for this Addition. A separate Post Construction Storm Water Management Plan Maintenance Agreement and Easement agreement is not required.

   Temporary erosion control consisting of straw or hay mulch, cover crop seeding, and tackifier if needed shall be applied to all open unseeded ground within two weeks of achieving rough grade. Temporary erosion control shall be applied independent of permanent erosion control such as permanent seeding. All Storm Water Pollution Prevention measures (Best Management Practices, BMP's) shall be installed before,

during, and following grading activity as required by Storm Water Pollution Prevention Plan, SWPPP. BMP's installations shall be modified as required during construction to meet the intended erosion control requirements of the Federal Clean Water Act. In addition to the temporary erosion control measurers listed above, a wind erosion measure such as ProPlus' Floc Loc, or Terra Nova's DustCap or EarthGuard, shall be applied as needed to reduce the soil erosion caused by medium to high velocity winds.

It is the Developers responsibility to control water and wind erosion and minimize or eliminate where possible any discharge of such from the developers land. Erosion control shall be installed at the earliest date allowed by the manufacturers specifications.

6. Street Lights:

Commercial/Industrial Lighting:
Commercial/Industrial City Standard is 35 ft. Pole w/o footing, 10 ft. arm with 130 Watt LED Light, GCM2-40H-MV-NW-3R-GY-1A-PCR7-RWG-WL (Head Model), Leotech Electronics USA (Head Manufacturer); or B) 30 ft. Pole w/o footing 6 ft. arm with 45 Watt LED Light GCJ0-15H-MV-NW-2R-GY-700-PCR7-RWG-WL Head Model Leotech, Electronics USA Head Manufacturer.

Residential Lighting:
Residential City standard is 30 ft. Metal Pole w/o footing 6 ft. arm with 45 Watt LED Light GCJ0-15H-MV-NW-2R-GY-700-PCR7-RWG-WL Head Model Leotech, Electronics USA Head Manufacturer. As an Option, the Developer may pay the per pole upgrade cost for a 20 foot black post top street light with 40 watt LED luminaries available for an additional cost.

The Developer shall provide notice to NPPD and City as to which lighting style will be used and include a street light layout and a plan note indicating desired pole type in the plans. If the Developer changes the street lighting style after plans are approved, the Developer shall be responsible for all costs incurred by NPPD in the preparation and installation of street lighting.

The Developer shall include a street light layout and a plan note indicating pole, mast arm, and fixture type.

7. ESTIMATED DATES OF COMPLETION: The estimated dates of completion for the above described improvements are as follows:

Grading:	September 30th, 2023
Sanitary Sewer:	September 30th, 2024
Domestic Water:	September 30th, 2024
Paving:	June 30th, 2025

8. Construction Phase Engineering Services:

The following construction phase services shall be provided by the Engineer of Record or an Authorized Project Representative of the Engineer of Record.

Act as a liaison for the Owner with Contractors and with the City.

Conduct a preconstruction meeting.

Provide clarification and direction to Contractors regarding compliance with construction documents and City code and regulations.

Develop SWPPP documents and submit NOI.

Review shop drawings and submittals for compliance with construction documents.

Construction staking for the sanitary sewer, water main, and paving for the project, will be arranged for by Prime Contractor. Set grading control set for site grading. Establish Horizontal and Vertical Control, arranged for by Prime Contractor. The following survey tasks are anticipated:

- Set five control points for mass grading control.
- Set one row of graded water main alignment hubs every fifty (50') foot spacing, fittings, FHT's, and services connections
- Set one row of graded sanitary sewer alignment hubs every fifty (50') foot station, manholes, and service connections.
- Set graded offsets for storm sewer pipe, inlets, and structures.
- Set one row of graded roadway pavement alignment hubs every twenty-five (25') foot, PI points, radius points for each pour segment..
- If contractor performs stringless paving, control points shall be established along the proposed paving routes.

Observe construction of: site grading, water main, sanitary sewer, and paving improvements for compliance with the construction documents for the project. Complete all City inspection forms and attend preliminary and final inspection reviews by the City. Engineer to provide periodical observation visits, daily observation to be by Prime Contractor.

For any testing not provided by the City, the Prime Contractor will hire professional services to complete construction testing as required by the construction documents and City of Norfolk standards to include:

- soil density proctors tests to establish maximum density curves
- random density testing for the grading, pavement subgrade, and trench backfill
- gradation tests when required for aggregates and soils
- fresh concrete test for slump, temperature, and entrained air

- concrete cylinders and compression testing
- Other testing, materials sampling, and documentation for

All material test documentation and results shall be provided to the City on the same day the test is completed or the results of the test are known. All tests including failing tests shall be submitted to the City.

Perform required regular SWPPP inspections until the DEE NOI is terminated and direct edits to the SWPPP as required to be incompliance with the NPDES permit and the Clean Water Act.

Maintain daily logs of construction activity and provide weekly progress reports.

Conduct at least three (3) on site progress meetings.

PROJECT CLOSE-OUT

Prime Contractor will organize and Contractor and Engineer will attend the final inspection of the project with the Developers personnel and regulatory agencies and provide written comments to the Developer and City.

The Developer's registered professional engineer shall provide the City with "Record Drawings" of the improvements and shall certify to the City that all construction was completed in accordance with the Standard Specifications of the City of Norfolk. Upon receipt of the said certification, the Developers will dedicate the sanitary sewer mains, water mains, and street improvements to the City for public use and maintenance

Prepare a summary of the materials testing that was completed on the project. Provide the City with two (2) sets of record drawings, submittals, Certificates of Compliance for incorporated materials, testing package, inspections reports, daily diary, and a CD of the .pdfs of the project records.

MISCELLANEOUS:

1. The Developer agrees to pay all interest and principal on any special assessments levied by the City on the property being so subdivided as the same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property being transferred shall be paid in full at the time of the closing of the conveyance of said lot. If the Developer fails to keep special assessments current, the City may seek to collect the delinquent amount by any remedy allowed by law or in equity.

2. For all improvements to be constructed by the Developer, the Developer agrees to hold the City of Norfolk harmless from any and all liability and claims arising out of and relative to

the development of this Subdivision including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environment and Energy.

3. The Developer agrees to specifically comply with Section 23-45-(J)-3 of the Norfolk City Code stating that "Forty-eight (48) hours" notice shall be given to the City Engineer prior to the start of construction on any improvements in the Subdivision.

4. The Developer agrees to use best efforts to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to keep the finished street surfaces free from dirt that may be caused by any operations during the construction phase.

5. The Developer agrees that it will install conduit for electrical wires in the Property, including the conduit necessary for street lights. Such conduit will be installed concurrently with other electrical conduit in the Property. There will be no cost to the City for installation of electrical conduit.

6. Any contracts entered into by the Developer for the construction or installation of the improvements set forth in this agreement shall provide that the contractor or subcontractor constructing or installing such improvements shall have no recourse against the City for any costs or claims related to the construction or installation of such improvements, except where resulting from the gross negligence of the City.

7. The Developer shall use best efforts to keep such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Property directly or indirectly caused by, attributable to, or related to construction and installation of the improvements to be installed or constructed by the Developer under this Agreement.

8. Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the City, which may be withheld in City's sole discretion.

9. In the performance of this agreement, the Developer, its agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

10. This Agreement shall run with the land and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

11. The Developer shall comply with the most current City codes, design standards, specifications, and policies for the design and construction of public infrastructure and all testing requirements outlined in the City of Norfolk's Minimum Testing Requirements for Public Improvements Policy Number 2019-01.

[SIGNATURE PAGES TO FOLLOW]

"City"

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

_____
Josh Moenning, Mayor

ATTEST:

_____
Brianna Duerst, City Clerk

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

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Mayor Josh Moenning, and Brianna Duerst, City Clerk, on behalf of the City of Norfolk, a Municipal Corporation, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the ____ day of _____, 20__

_____
Notary Public - Signature

_____
Notary Public – Printed Name

Executed as of the date first above written.

"Developer"

_____
Daniel E. Geary

_____
Connie J. Geary

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Daniel E. Geary and Connie J. Geary, husband and wife, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the ____ day of _____, 20__

_____
Notary Public - Signature

_____
Notary Public – Printed Name

City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.norfolkne.gov

July 6, 2022

Honorable Mayor
and
City Council

Dear Mayor and Council:

On July 6, 2022 the Norfolk Planning Commission reviewed the final plat of Block One River 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 9-0.

Sincerely,

Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2022-25

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:

Commencing at the Southwest corner of Lot 4, Block 1, Original Town of Norfolk, Madison County, Nebraska, extending thence North 176 feet to the North line of said Lot 4; thence East 18 feet; thence South 51 degrees 20 minutes East along the South side of the dike along the North Fork River, a distance of 28.18 feet; thence South 158.51 feet; and thence West 40 feet to the place of beginning; AND

Lots 5 & 6, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

The South 100 feet of the West 45 feet of Lot 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

The North 44 feet of Lots 1 and 2, Block 2, Original Town of Norfolk, Madison County, Nebraska, AND

East Half (E ½) of Tax Lot Six (6) in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska, AND

A tract of land in Tax Lot Seven (7) in the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Twenty-two (22), Township Twenty-four (24) North, Range One (1), West of the 6th P.M. in Madison County, Nebraska more particularly described as follows: Commencing at a point 16 feet north and 116 feet west of the Northeast corner of Lot Eight (8), Block One (1) Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND

The North 66 feet of Lots 7 and 8, Block 1, Original Town of Norfolk, Madison County, Nebraska, AND

Tax Lot 7, in the Southeast Quarter of the Southeast Quarter of Section 22, Township 24 North, Range 1 West of the 6th P.M., in the City of Norfolk, Madison County, Nebraska, more particularly described as follows: Commencing 16 feet North of the Northeast corner of Lot 8,

Block 1, Original Town of Norfolk; running thence West 116 feet; thence North 22 rods to the center of the creek known as the North Fork of the Elkhorn River, running thence down the center of said creek to a point due North of the starting point; thence due South 13 1/2 rods to the place of beginning, WITH THE EXCEPTION OF a tract of land in Tax Lot 7, more particularly described as follows: Commencing at a point 16 feet north and 116 feet west of the Northeast corner of Lot 8, Block 1, Original Town of Norfolk, being the place of beginning, thence North 22 rods to the center of the creek known as the North fork of the Elkhorn River, running thence easterly down the center of said creek to a point 14 feet east of the North South 22 rod line; thence due south to a point 14 feet west of the point of beginning; thence West to the point of beginning, AND

Lots 1, 2, 3, 4 and 5, Pilger's Second Addition to Norfolk, Madison County, Nebraska, AND

Tax Lot 4 in the SE¼ SE¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

West Half of Tax Lot 6 in the SE¼ SE¼ of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, AND

Part of Winter Avenue (to be vacated):

Beginning at the Northwest corner of Block 1, Original Town of Norfolk, Madison County, Nebraska;

thence N 87°38'10" E, on the North line of said Block 1, 192.47 feet;

thence N 02°21'10" W 16.10 feet to a point on the South line of Tax Lots 7, 8 & 9 in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska;

thence S 87°40'12" W, on said South line of Tax Lots, 192.55 feet;

thence S 02°38' E 16.21feet to the point of beginning.

WHEREAS, said property is owned by Daniel E. Geary and Connie J. Geary, husband and wife; and

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

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

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Block One River Addition to the City of Norfolk, Madison County, Nebraska, and its accompanying subdivision agreement duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this _____ day of _____, 2022.

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 _____ Fee $_____ Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Walters' East Knolls 14th Addition

☐ Preliminary ☑ Final

Applicant: Randy Walters (Name) 83933 Eagle Ridge Road (Address)

(402)-750-6938 (Phone) _____ (Email)

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

Contact: (other than Applicant) Richard C. Johnson (Name) 1909 Vicki Lane, Suite 100 (Address)

(402)-750-5492 (Phone) Rjohnson@mwaeng.com (Email)

Current Zoning: R-2

General Location/Address: 1703-1715 Starr Avenue

Legal Description: See Attached

Property Area, Square Feet and/or Acres: 6.61

_____
Signature of Owner

_____
Printed Name of Owner

OR

_____
Authorized Agent

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

LEGAL DESCRIPTION

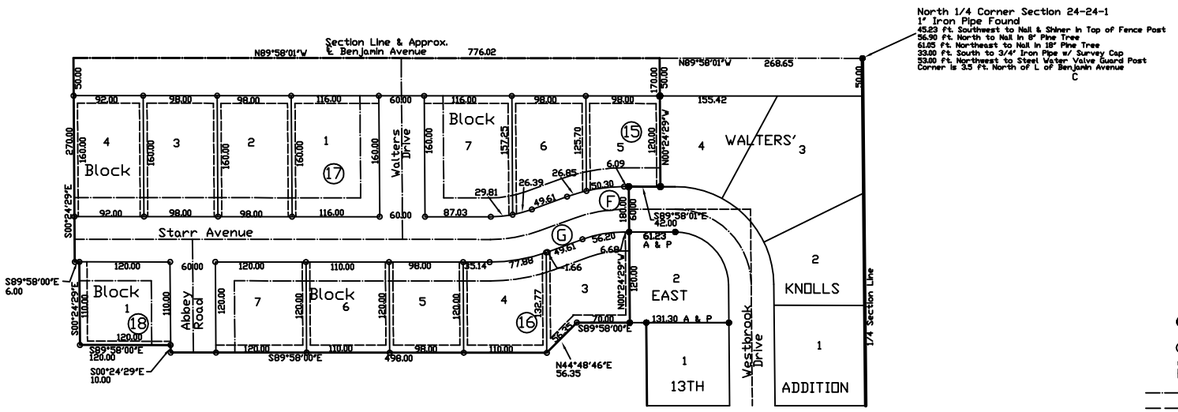
A tract of land lying wholly in the NE 1/4 of the NW 1/4 of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract of land is more particularly described as follows:

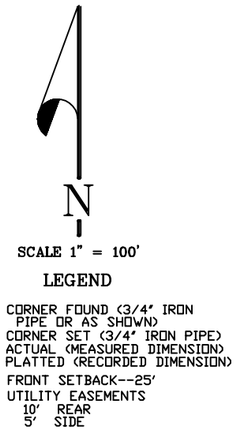
Referring to the North 1/4 Corner of said Section 24; thence proceeding West along the North line of the NE 1/4 of the NW 1/4 of said Section 24, on an assumed bearing of North 89 degrees 58 minutes 01 seconds West, 268.65 feet to the point of beginning; thence continuing North 89 degrees 58 minutes 01 seconds West, along the North line of the NE 1/4 of the NW 1/4 of said Section 24, 776.02 feet; thence South 00 degrees 24 minutes 29 seconds East, 270.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 6.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 110.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 120.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 10.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 498.00 feet; thence North 44 degrees 48 minutes 46 seconds East, 56.35 feet; thence South 89 degrees 58 minutes 00 seconds East, 70.00 feet to the Southwest Corner of Lot 2, Block 16 of Walters' East Knolls 13th Addition to the City of Norfolk, Madison County, Nebraska; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 2 and the northerly extension thereof, 180.00 feet to a point on the North right-of-way of Starr Avenue; thence South 89 degrees 58 minutes 01 seconds East, along the North right-of-way of Starr Avenue, 42.00 feet to the Southwest Corner of Lot 4, Block 15 of said Walters' East Knolls 13th Addition; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 4 and the northerly extension thereof, 170.00 feet to the point of beginning. Said tract of land contains 6.61 acres, more or less.

FINAL PLAT OF

WALTERS' EAST KNOLLS 14TH ADDITION

TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA
BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF
SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST
OF THE 6TH P.M., MADISON COUNTY, NEBRASKA





LEGEND

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

℄ CURVE DATA						
F	70°00'00"	66.67	33.68	2.95	30°00'00"	190.98
G	70°00'00"	66.67	33.68	2.95	30°00'00"	190.98

All curves are arc definition curves.

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.

PARCEL I.D. NO. 590147412

LOT AREAS	STREET ADDRESSES
BLOCK 15	BLOCK 15
LOT 5 – 11,855 SQ. FT.	LOT 5 – 1716 Starr Avenue
LOT 6 – 13,888 SQ. FT.	LOT 6 – 1713 Starr Avenue
LOT 7 – 18,534 SQ. FT.	LOT 7 – 1711 Starr Avenue 1212 Walters Drive
BLOCK 16	BLOCK 16
LOT 3 – 12,932 SQ. FT.	LOT 3 – 1714 Starr Avenue
LOT 4 – 13,512 SQ. FT.	LOT 4 – 1712 Starr Avenue
LOT 5 – 11,760 SQ. FT.	LOT 5 – 1710 Starr Avenue
LOT 6 – 13,200 SQ. FT.	LOT 6 – 1708 Starr Avenue
LOT 7 – 14,400 SQ. FT.	LOT 7 – 1706 Starr Avenue 1208 Abbey Road
BLOCK 17	BLOCK 17
LOT 1 – 18,560 SQ. FT.	LOT 1 – 1709 Starr Avenue 1211 Walters Drive
LOT 2 – 15,680 SQ. FT.	
LOT 3 – 15,680 SQ. FT.	LOT 2 – 1707 Starr Avenue
LOT 4 – 11,040 SQ. FT.	LOT 3 – 1705 Starr Avenue
	LOT 4 – 1703 Starr Avenue
BLOCK 18	BLOCK 18
LOT 1 – 13,200 SQ. FT.	LOT 1 – 1704 Starr Avenue 1207 Abbey Road

SURVEYOR'S CERTIFICATE

I, RICHARD C. JOHNSON, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HAVE DIRECTED AND SUPERVISED THE SURVEY OF A TRACT OF A LAND LYING WHOLLY IN THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. SAID TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE PROCEEDING WEST ALONG THE NORTH LINE OF NEBRASKA, SAID POINT BEING ON THE EAST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 24; THENCE PROCEEDING WEST, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 24, ON AN ASSUMED BEARING OF N89°58'01" W, 268.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°58'01"W, ALONG THE NORTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 24, 776.02 FEET; THENCE S00°24'29"E, 270.00 FEET; THENCE S89°58'00"E, 6.00 FEET; THENCE S00°24'29"E, 110.00 FEET; THENCE S89°58'00"E, 120.00 FEET; THENCE S00°24'29"E, 10.00 FEET; THENCE S89°58'00"E, 498.00 FEET; THENCE N44°48'46"E, 56.35 FEET; THENCE S89°58'00"E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 16 OF WALTERS' EAST KNOLLS 13TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N00°24'29"W, ALONG THE WEST LINE OF SAID LOT 2 AND THE NORTHERLY EXTENSION THEREOF, 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF STARR AVENUE; THENCE S89°58'01"E, ALONG THE NORTH RIGHT-OF-WAY OF STARR AVENUE, 42.00 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 15 OF SAID WALTERS' EAST KNOLLS 13TH ADDITION; THENCE N00°24'29" W, ALONG THE WEST LINE OF SAID LOT 4 AND THE NORTHERLY EXTENSION THEREOF, 170.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 6061 ACRES, MORE OR LESS.

I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS 5 THROUGH 7, BLOCK 15, LOTS 3 THROUGH 7, BLOCK 16, LOTS 1 THROUGH 4, BLOCK 17, AND LOT 1, BLOCK 18 TO BE HEREINAFTER KNOWN AS WALTERS' EAST KNOLLS 14TH ADDITON TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA AS SHOWN ON THE PLAT HEREIN.

I CERTIFY THAT THE PLAT HEREIN IS THE ORIGINAL, ACCURATE AND CORRECT PLAT OF SAID WALTERS' EAST KNOLLS 14TH 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 _____, 2022.

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

APPROVAL

THE FOREGOING AND WITHIN PLAT, APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2022.

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 _____, 2022.

DAN SPRAY, CHAIRMAN

DEDICATION & WAIVER

WE, RANDALL S. WALTERS AND LISA S. WALTERS, HUSBAND AND WIFE, ARE THE SOLE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN.

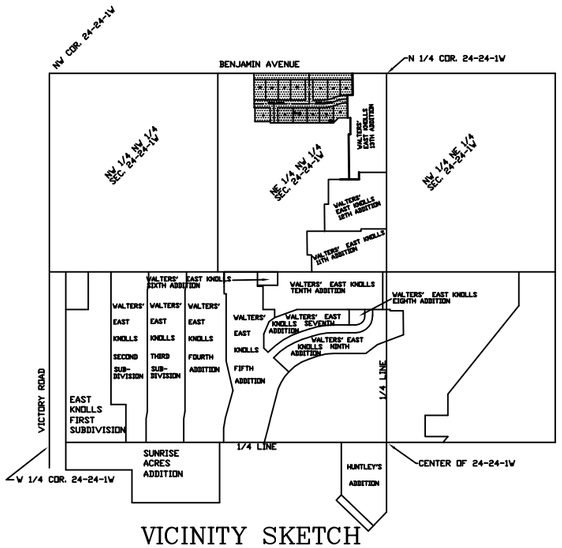
WE HAVE CAUSED TO BE MADE A SURVEY AND PLAT OF SAID TRACT OF LAND TO BE HEREINAFTER KNOWN AS WALTERS' EAST KNOLLS 14TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. WE DO HEREBY DEDICATE THE STREETS, AVENUES, DRIVES, ROADS AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO ON THE PLAT TO THE USE AND BENEFIT OF THE PUBLIC.

WE DO HEREBY PROVIDE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES OF 5 FEET ALONG THE SIDE LOT LINES AND 10 FEET ALONG THE REAR LINE OF EACH LOT IN THE ADDITION AS SHOWN SHOWN ON THE PLAT HEREIN.

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.

RANDALL S. WALTERS

LISA S. WALTERS



VICINITY SKETCH

NOT TO SCALE

ACKNOWLEDGEMENT OF NOTARY

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

THE FOREGOING WAS ASKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022. BY RANDALL S. WALTERS AND LISA S. WALTERS, HUSBAND AND WIFE.

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

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

By: City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

SUBDIVISION AGREEMENT
WALTERS' EAST KNOLLS 14TH ADDITION
TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA
BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF
SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST
PF THE 6TH P.M., MADISON COUNTY, NEBRASKA

This Agreement is made and entered into this ___day of _____, 2022 by and between the City of Norfolk, Nebraska, hereinafter referred to as the "City" and Randall S. Walters and Lisa S. Walters, husband and wife, hereinafter referred to as the "Developer".

WHEREAS, the Developer is the owner of certain property situated in the City of Norfolk, Madison County, Nebraska, and legally described as follows:

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

Referring to the North 1/4 Corner of said Section 24; thence proceeding West along the North line of the NE 1/4 of the NW 1/4 of said Section 24, on an assumed bearing of North 89 degrees 58 minutes 01 seconds West, 268.65 feet to the point of beginning; thence continuing North 89 degrees 58 minutes 01 seconds West, along the North line of the NE 1/4 of the NW 1/4 of said Section 24, 776.02 feet; thence South 00 degrees 24 minutes 29 seconds East, 270.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 6.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 110.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 120.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 10.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 498.00 feet; thence North 44 degrees 48 minutes 46 seconds East, 56.35 feet; thence South 89 degrees 58 minutes 00 seconds East, 70.00 feet to the Southwest Corner of Lot 2, Block 16 of Walters' East Knolls 13th Addition to the City of Norfolk, Madison County, Nebraska; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 2 and the northerly

extension thereof, 180.00 feet to a point on the North right-of-way of Starr Avenue; thence South 89 degrees 58 minutes 01 seconds East, along the North right-of-way of Starr Avenue, 42.00 feet to the Southwest Corner of Lot 4, Block 15 of said Walters' East Knolls 13th Addition; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 4 and the northerly extension thereof, 170.00 feet to the point of beginning. Said tract of land contains 6.61 acres, more or less.

AND WHEREAS, the Developer wishes to plat said property and hereby submits to the City as provided by law, an accurate Subdivision Plat to be known as WALTERS' EAST KNOLLS 14TH ADDITION, TO THE CITY OF NORFOLK, MADISON COUNTY NEBRASKA BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

AND WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City ordinances;

IT IS, THEREFORE, agreed by the parties contained herein as follows:

GENERAL CONDITIONS:

1. Sanitary Sewer: At the request of the Developer, the City will form a utility district for the construction of sanitary sewer mains, manholes, services and appurtenances to serve all lots in the Subdivision in accordance with the plans and specifications approved by the Public Works Director. 8" PVC sanitary sewer main will be extended north along Starr Avenue approximately 758 feet to the end of the addition. Additionally, 8" PVC sanitary sewer will be extended south from the intersection of Starr Avenue and Abbey Road approximately 160 feet to the end of Abbey Road. The parties agree that assessments for sanitary sewer improvements will be equal for all lots in the addition.

   The engineer of record shall submit the plans and specifications to the Nebraska Department of Environment and Energy for review to obtain a construction permit for the sanitary sewer improvements prior to any construction if required. There will be no cost to the City for preparing the plans and specifications for the sanitary sewer or applying for or obtaining associated permits.

2. Water: At the request of the Developer, the City will form a utility district for the construction of water mains, services and appurtenances to serve all lots in the Subdivision in accordance with the plans and specifications approved by the Public Works Director. 8" DIP water main will be extended west along Starr Avenue approximately 758 feet to the west end of the addition. Additionally, 8" DIP water main will be extended south at the intersection Starr Avenue and Abbey Road approximately 177 feet to the south end of Abbey Road.

The engineer of record shall submit the plans and specifications to the Nebraska Department of Health and Human Services for review to obtain a construction permit for the water main improvements prior to any construction if required. There will be no cost to the City for preparing the plans and specifications for the water mains or applying for or obtaining associated permits.

3. Street Improvements: At the request of the Developer, the City will form a paving district for the construction of seven-inch (7") PCC paving 31 feet wide on Starr Avenue, Penney Lane, and North Westbrook Drive within the Subdivision in accordance with the plans and specifications approved by the Public Works Director. The paving section shall include 4 inches of Foundation Material. The improvements district shall include associated grading, storm sewer, and storm sewer structures for the construction of the roadway improvements.

   The Developer agrees that street signs approved by the City will be installed in the Subdivision at no cost to the City. Said signs will be equal, in type and quality, to the signs currently in use by the City of Norfolk. Developer agrees that the City may order street signs and bill the developer directly for the cost of all street signs in the subdivision.

4. Sidewalks: A five-foot-wide sidewalk shall be constructed on the street side or sides of each lot in the Subdivision by each respective homeowner, as provided for in Ordinance No. 5617 of the City of Norfolk, passed and approved on June 3, 2019.

5. Grading and Drainage: The Developer agrees to grade the Subdivision according to the grading and drainage plans approved by the City Engineer and filed in the City Engineer's office, such plans are made a part of this agreement by reference. A Standard Grading Permit shall be obtained from the City prior to commencing grading activity.

   Temporary erosion control consisting of straw or hay mulch, cover crop seeding, and tackifier if needed shall be applied to all open unseeded ground within two weeks of achieving rough grade. Temporary erosion control shall be applied independent of permanent erosion control such as permanent seeding. All Storm Water Pollution Prevention measures (Best Management Practices, BMP's) shall be installed before, during, and following grading activity as required by Storm Water Pollution Prevention Plan, SWPPP. BMP's installations shall be modified as required during construction to meet the intended erosion control requirements of the Federal Clean Water Act. In addition to the temporary erosion control measurers listed above, a wind erosion measure such as ProPlus' Floc Loc, or Terra Nova's DustCap or EarthGuard, shall be applied as needed to reduce the soil erosion caused by medium to high velocity winds.

   It is the Developers responsibility to control water and wind erosion and minimize or eliminate where possible any discharge of such from the developers land. Erosion control shall be installed at the earliest date allowed by the manufacturers specifications.

   The Developers are owners of undeveloped land in the SW 1/4 of the NE 1/4 of Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. A portion of said land shall be used as a permanent best management practice (BMP) to detain

storm water from Walters' East Knolls 14th Addition as required by City Code. The parties agree that said BMP has been built as shown on the plans entitled "Walters' East Knolls North, Permanent BMP, dated May 15, 2015. Said plans were prepared by Johnson Engineering Company and are accepted by, and on file with, the Public Works Director and are made a part of this agreement by reference. The Developers agree to maintain the BMP as required by City Code. There will be no cost to the City for maintenance of the BMP.

The engineer of record shall provide the City with "Record Drawings" of the improvements and shall certify to the City that all construction was completed in accordance with the Standard Specifications of the City of Norfolk. Upon receipt of the said certification, the Developers will dedicate the sanitary sewer mains, water mains, and street improvements to the City for public use and maintenance.

6. Street Lights:

Commercial/Industrial Lighting:
Commercial/Industrial City Standard is 35 ft. Pole w/o footing, 10 ft. arm with 130 Watt LED Light, GCM2-40H-MV-NW-3R-GY-1A-PCR7-RWG-WL (Head Model), Leotech Electronics USA (Head Manufacturer); or B) 30 ft. Pole w/o footing 6 ft. arm with 45 Watt LED Light GCJ0-15H-MV-NW-2R-GY-700-PCR7-RWG-WL Head Model Leotech, Electronics USA Head Manufacturer.

Residential Lighting:
Residential City standard is 30 ft. Metal Pole w/o footing 6 ft. arm with 45 Watt LED Light GCJ0-15H-MV-NW-2R-GY-700-PCR7-RWG-WL Head Model Leotech, Electronics USA Head Manufacturer. As an Option, the Developer may pay the per pole upgrade cost for a 20 foot black post top street light with 40 watt LED luminaries available for an additional cost.

The Developer shall provide notice to NPPD and City as to which lighting style will be used and include a street light layout and a plan note indicating desired pole type in the plans. If the Developer changes the street lighting style after plans are approved, the Developer shall be responsible for all costs incurred by NPPD in the preparation and installation of street lighting.

The Developer shall include a street light layout and a plan note indicating pole, mast arm, and fixture type.

7. ESTIMATED DATES OF COMPLETION: The estimated dates of completion for the above-described improvements are as follows:

Grading:	August 1, 2022
Sanitary Sewer:	October 1, 2022
Domestic Water:	October 1, 2022
Paving:	December 1, 2022

8. Construction Phase Engineering Services:

The following construction phase services shall be provided by the Engineer of Record or an Authorized Project Representative of the Engineer of Record.

Act as a liaison for the Owner with Contractors and with the City.

Conduct a preconstruction meeting.

Provide clarification and direction to Contractors regarding compliance with construction documents and City code and regulations.

Develop SWPPP documents and submit NOI.

Review shop drawings and submittals for compliance with construction documents.

Complete construction staking for the sanitary sewer, water main, and paving for the project. Set grading control set for site grading. Establish Horizontal and Vertical Control. The following survey tasks are anticipated:

- Set five control points for mass grading control.
- Set one row of graded water main alignment hubs every fifty (50') foot spacing, fittings, FHT's, and services connections
- Set one row of graded sanitary sewer alignment hubs every fifty (50') foot station, manholes, and service connections.
- Set graded offsets for storm sewer pipe, inlets, and structures.
- Set one row of graded roadway pavement alignment hubs every twenty-five (25') foot, PI points, radius points for each pour segment.
- If contractor performs stringless paving, control points shall be established along the proposed paving routes.

Observe construction of site grading, water main, sanitary sewer, and paving improvements for compliance with the construction documents for the project. Complete all City inspection forms and attend preliminary and final inspection reviews by the City.

Unless provided by the City, construction testing as required by the construction documents and City of Norfolk standards to include:

- soil density proctors tests to establish maximum density curves
- random density testing for the grading, pavement subgrade, and trench backfill
- gradation tests when required for aggregates and soils
- fresh concrete test for slump, temperature, and entrained air
- concrete cylinders and compression testing
- Other testing, materials sampling, and documentation for the project

All material test documentation and results shall be provided to the City on the same day the test is completed or the results of the test are known. All tests including failing tests shall be submitted to the City.

Perform required regular SWPPP inspections until the NDEE NOI is terminated and direct edits to the SWPPP as required to be incompliance with the NPDES permit and the Clean Water Act.

Maintain daily logs of construction activity and provide weekly progress reports.

Conduct at least three (3) on site progress meetings.

PROJECT CLOSE-OUT

Organize and attend the final inspection of the project with the Developers personnel and regulatory agencies and provide written comments to the Developer and City.

The Developer's registered professional engineer shall provide the City with "Record Drawings" of the improvements and shall certify to the City that all construction was completed in accordance with the Standard Specifications of the City of Norfolk. Upon receipt of the said certification, the Developers will dedicate the sanitary sewer mains, water mains, and street improvements to the City for public use and maintenance

Prepare a summary of the materials testing that was completed on the project. Provide the City with two (2) sets of record drawings, submittals, Certificates of Compliance for incorporated materials, testing package, inspections reports, daily diary, and a CD of the .pdfs of the project records.

MISCELLANEOUS:

1. Developer shall comply with all testing requirements outlined in the City of Norfolk's Minimum Testing Requirements for Public Improvements Policy Number 2019-01.

2. The Developer agrees to pay all interest and principal on any special assessments levied by the City on the property being so subdivided as same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property being transferred shall be paid in full at the time of the closing of the conveyance of said lot. If the Developers fail to keep special assessments current, the City may seek to collect the delinquent amount by any remedy allowed by law or in equity.

3. For all improvements to be constructed by the Developer, it agrees to hold the City of Norfolk harmless from any liability and claims arising out of and relative to the development of this Subdivision, to and including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Quality.

4. The Developer agrees to specifically comply with Section 23-45-(J)-3 of the Norfolk City Code: "Forty-eight (48) hours" notice shall be given to the City Engineer prior to the start of construction on any improvements.

5. The Developer agrees to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused by their operations during the construction phase.

6. The Developer agrees that it will install conduit for electrical wires in the Property, including the conduit necessary for street lights. Conduit for street lights will be installed concurrently with other electrical conduit in the Property. There will be no cost to the City for installation of electrical conduit.

7. Any contracts entered into by Developer for the construction or installation of the improvements set forth in this agreement shall provide that the contractor or subcontractor constructing or installing such improvements shall have no recourse against City for any costs or claims related to the construction or installation of such improvements, except where resulting from the gross negligence of the City.

8. Developer shall undertake such acts, responsibilities, and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Property directly or indirectly caused by, attributable to, or related to construction and installation of the improvements to be installed or constructed by Developer under this Agreement.

9. Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the City, which may be withheld in City's sole discretion.

10. In the performance of this agreement, the Developer, its agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.

11. This Agreement shall run with the land and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

12. Developer shall comply with the most current city codes, design standards, specifications, and policies for the design and construction of public infrastructure.

[SIGNATURE PAGES TO FOLLOW]

Executed as of the date first above written.

_____ _____

Randall S. Walters Lisa S. Walters

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Randall S. Walters and Lisa S. Walters, husband and wife, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the ____ day of _____, 2022

_____
Notary Public

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

_____
Josh Moenning, Mayor

ATTEST:

_____
Brianna Duerst, City Clerk

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

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Mayor Josh Moenning, and Brianna Duerst, City Clerk, on behalf of the City of Norfolk, a Municipal Corporation, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the ____ day of _____, 2022

_____
Notary Public

City of Norfolk NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.norfolkne.gov

July 6, 2022

Honorable Mayor
and
City Council

Dear Mayor and Council:

On July 6, 2022 the Norfolk Planning Commission reviewed the final plat of Walters' East Knolls 14th 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 9-0.

Sincerely,

Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2022-26

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:

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

Referring to the North 1/4 Corner of said Section 24; thence proceeding West along the North line of the NE 1/4 of the NW 1/4 of said Section 24, on an assumed bearing of North 89 degrees 58 minutes 01 seconds West, 268.65 feet to the point of beginning; thence continuing North 89 degrees 58 minutes 01 seconds West, along the North line of the NE 1/4 of the NW 1/4 of said Section 24, 776.02 feet; thence South 00 degrees 24 minutes 29 seconds East, 270.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 6.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 110.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 120.00 feet; thence South 00 degrees 24 minutes 29 seconds East, 10.00 feet; thence South 89 degrees 58 minutes 00 seconds East, 498.00 feet; thence North 44 degrees 48 minutes 46 seconds East, 56.35 feet; thence South 89 degrees 58 minutes 00 seconds East, 70.00 feet to the Southwest Corner of Lot 2, Block 16 of Walters' East Knolls 13th Addition to the City of Norfolk, Madison County, Nebraska; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 2 and the northerly extension thereof, 180.00 feet to a point on the North right-of-way of Starr Avenue; thence South 89 degrees 58 minutes 01 seconds East, along the North right-of-way of Starr Avenue, 42.00 feet to the Southwest Corner of Lot 4, Block 15 of said Walters' East Knolls 13th Addition; thence North 00 degrees 24 minutes 29 seconds West, along the West line of said Lot 4 and the northerly extension thereof, 170.00 feet to the point of beginning. Said tract of land contains 6.61 acres, more or less.

WHEREAS, said property is owned by Randall S. and Lisa S. Walters, husband and wife; and

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

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

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

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

the final plat of Walters' East Knolls 14th Addition to the City of Norfolk, Madison County, Nebraska, and its accompanying subdivision agreement, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this _____ day of _____, 2022.

ATTEST:

_____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

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

ORDINANCE NO. 5794

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 22-23 OF THE OFFICIAL CITY CODE TO EXTEND THE AMOUNT OF TIME FROM 30 DAYS TO 90 DAYS IN WHICH A PROPERTY OWNER MUST CONSTRUCT OR REPAIR A SIDEWALK AFTER RECEIVING NOTICE TO DO SO FROM THE CITY; TO INCLUDE AN ALTERNATIVE TO PROVIDE PROOF (WITHIN THE 90 DAY PERIOD) OF A WRITTEN CONTRACT FOR THE CONSTRUCTION OR REPAIR OF A SIDEWALK; 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 22-23 of the Official City Code is hereby amended to read as follows:

Sec. 22-23. Duty of owner to repair; construction or repair by order of city; right of city to do work.

(a) The owner of each lot, tract or parcel of land adjacent to which a sidewalk is constructed, or which may hereafter be required to be constructed, is hereby required to keep such sidewalk in good repair and safe condition. All sidewalks shall be free of cracks, grass or other trip hazards.

(b) In addition to the provisions set forth in (a) above, an owner of a lot, tract or parcel of land, upon written notice from the department of public works with the approval of the city council, shall construct or repair a sidewalk or sidewalks adjacent to such lot, tract or parcel, or repair the sidewalk or sidewalks adjacent to such lot, tract or parcel of land. All such sidewalks shall be constructed or repaired within ~~thirty (30)~~ ninety (90) days after the service of said written notice upon the owner or, in the alternative, the owner of the lot shall, within ninety (90) days after the service of said written notice upon the owner, provide to the city's department of public works proof of a written contract between the property owner and a third party for the construction or repair of the sidewalk; provided that if the owner does not reside within the city, the notice shall be served upon the owner's agent or upon the occupant or tenant of said lot, tract or parcel of land.

(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ~~thirty-day~~ ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in Section 2-5 of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel or land as provided herein.

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 _____, 2022.

ATTEST:

_____ _____

Brianna Duerst, City Clerk Josh Moenning, Mayor

Approved as to form: _____

Danielle Myers-Noelle, City Attorney

AGREEMENT

This Agreement is made and entered into the 18th day of July, 2022, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Norfolk Crush, LLC, a Delaware Limited Liability Company, hereinafter referred to as "NORFOLK CRUSH" WITNESSETH:

WHEREAS, NORFOLK CRUSH desires to construct a modern soybean crushing facility on property generally located northeast of the intersection of Nucor Road and 1st Street for the purpose of purchasing and receiving soybeans from area farmers and elevators and converting them into soybean products; and

WHEREAS, it would be beneficial for NORFOLK CRUSH's facility to be connected to CITY water and sewer utilities; and

WHEREAS, NORFOLK CRUSH's proposed soybean crushing facility will be located outside of Norfolk city limits in a location that is subject to outside-city water billing rates; and

WHEREAS, sewer rates are billed by CITY at the same rate for both in-city and outside-city usage; and

WHEREAS, NORFOLK CRUSH is willing to pay for the cost of having CITY extend its water and sewer utilities to NORFOLK CRUSH's facility in exchange for CITY billing NORFOLK CRUSH's water usage at a modified rate for a period of ten (10) years.

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

1. EXTENSION OF UTILITIES. CITY agrees to extend CITY water and CITY sewer north approximately 3200 feet to Nucor Road along North Victory Road from their current points of termination approximately 500 feet south of Industrial Road.

2. COST. NORFOLK CRUSH agrees to pay all costs of the extension projects including but not limited to engineering, construction, materials testing, and permitting. Invoices payable to CITY will be provided to NORFOLK CRUSH throughout the design, construction, and commissioning of the utility systems. Invoices shall be payable with in sixty (60) days of receipt.

3. ENGINEERING SERVICES. CITY will contract for engineering services to complete the design, construction administration, and inspection and materials testing.

4. PROJECT BIDDING. CITY will advertise the project for bids, and award a bid to the lowest responsible and responsive bidder.

5. REVIEW AND SUBMITTAL. CITY will review the project plans and specifications for compliance with City Standards and will ensure the plans and specifications are submitted to the Nebraska Department of Environment and Energy (DEE) and/or Nebraska Department of Health and Human Services (DHHS) for approval.

6. REQUIRED TESTING. CITY Staff and/or CITY's retained engineering contractors shall be allowed on site at any and all times to observe/conduct the required testing needed for such water and sewer extensions.

7. UTILITY BILLING. CITY is not bearing any of the costs of the water and sewer extensions, including but not limited to system oversize costs. Thus, CITY agrees to bill NORFOLK CRUSH, and NORFOLK CRUSH agrees to pay, for CITY utilities at the following rates:

A. Water shall be billed at a modified water rate as follows:

1) In-City rates for the first 748,000 Gallons (100,000 cf) (1000 ccf) monthly; subject to annual water rate increases.

2) The next 7,252,000 gallons per month shall be billed at $0.70 per 100 cf (748 Gallons) up to a maximum of 969,520 cf, (9,695.2 ccf); subject to annual water rate increases.

3) Usage exceeding 8,000,000 gallons per month shall be billed at the rate of $1.10 per 100 cf (748 Gallons); subject to annual water rate increases.

4) If monthly usage exceeds 15,000,000 gallons, CITY reserves the unilateral right to renegotiate for the remainder of the agreement term.

5) The water rates reflected above are exclusive of state and city sales tax.

This modified rate schedule shall terminate at the end of the tenth (10^{th}) year. The beginning date for the water rate shall be the beginning of the first billing cycle following the installation of the meter or the date the plant is operational whichever occurs later.

B. Sewer shall be billed at regular CITY sewer rates.

8. CONNECTION TO UTILITIES. Once the water main and sewer main have been installed, inspected, tested, and accepted by the City of Norfolk, DEE, and DHHS, CITY shall take ownership of the utilities. In the event that a property adjacent to the utility extension connects to a CITY utility, CITY shall collect and retain connection fees according to city code.

9. BENEFICIARY. NORFOLK CRUSH and its successors are the sole beneficiary of this agreement. Any further subdivision and/or development on the NORFOLK CRUSH site, and

all adjacent and surrounding subdivisions or developments, shall be subject to water and sewer rates according to city code.

10. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

_____
Brianna Duerst, City Clerk

By_____
Josh Moenning, Mayor

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

NORFOLK CRUSH, LLC, a Delaware Limited Liability Company

By_____
Nick Bowdish, Manager & President

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: slange@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

Northeast Industrial Utility Extension – 2022 – Victory Road from South of Industrial Highway to East Nucor Road

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 actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement. The aggregate fee not to exceed including reimbursable expenses for this contract is $199,270.00.

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. Steven Rames** will act as the City's Authorized Representative for this Project and **Seth Lange** 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: Seth Lange

Title: Project Manager

Signature: _____

Printed: Matt Rief

Title: Team Leader

SCOPE OF SERVICES

The project generally consists of the extension of an 8" water main to Industrial Highway and a 12" water main to East Nucor Road, the extension of a 12" sanitary sewer main, construction of a 6" force main, and construction of a lift station located along Victory Road between East Nucor Road and Northeast Industrial Hwy. Water main extension shall include approximately 400 LF of 8" water main and approximately 2,600 LF of 12" water main from the current end point located 325 feet southwest of the intersection of Victory Road and Northeast Industrial Hwy to approximately 60 feet northwest of the intersection of Victory Road and East Nucor Road. Water main will extend along the west side of Victory Road. Sanitary sewer improvements include approximately 3,300 LF of 6" force main connecting to the existing manhole located 580 feet southeast of the intersection of Victory Road and Northeast Industrial Hwy and connection to a proposed lift station located on the northeast corner of East Nucor Road and Victory Road. Additional improvements include the construction of a lift station located northeast of the intersection of East Nucor Road and Victory Road and providing 150 feet of 12" sanitary sewer main crossing Victory Road at the intersection of East Nucor Road and Victory Road. 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.

Task 103: Meetings with Owner

Olsson will meet with the Client to discuss the development of the plans and specifications. A total of three meetings are anticipated. The anticipated meetings are a 30%, 60%, 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 200: LAND SURVEY

Task 201: Topographic Survey

Perform topographic survey of the proposed Victory Road water and sewer improvements.

1. Topographic Survey to include all buildings, utilities and contours 100' on each side of the centerline of Victory Road from the existing railroad spur north to Nucor Road.

2. Set 3-4 control points and 2 benchmarks for the project area
3. Topographic survey to completed in Nebraska State Plane Coordinates, NAVD 88 vertical datum
4. A Nebraska 811 Ticket will be submitted to mark out utilities along the proposed survey area. Field crews will capture any visible signs of utilities. All utility information gathered from 811 marks on the ground or mapping provided to Olsson will be included in the completed topographic survey
5. A civil 3D drawing will be completed to include all contours, topographic features, section/boundary lines along the route, drainage structures, buildings, paving and utilities found or located.

Task 202: Easement Exhibits

1. Complete a permanent and temporary construction easement exhibit for each of the 3 landowners along the proposed route for sewer and water improvements on Victory Road

PHASE 300 – GEOTECHNICAL EXPLORATION

Task 301: Drilling Services
Task 302: Geotechnical Services

See attached Geotechnical Exploration Scope of Services for details on the scope and fee.

PHASE 400 – CIVIL DESIGN

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

Task 401: **Design Water System Improvements**

Olsson shall finalize the alignment of the water main, valve locations, hydrant locations, and locations for trenchless installation of the water main. Traffic control plans will be provided for the project.

Task 402: **Design Sanitary Sewer System Improvements**

Olsson shall finalize the alignment of the sanitary sewer system including location of force main, sanitary sewer connections, and lift station location. Traffic control plans will be provided for the project.

Task 403: Design Lift Station

Olsson shall design the lift station improvements. These improvements will finalize the siting and sizing of the lift station. The improvements will also include site improvements for the lift station including access road to the lift station, site grading, and seeding. A standing cabinet to house the electrical and control equipment is included in the project design.

Task 404: 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:

- Cover sheet
- General sheets
- Water main plan and profile sheets
- Sanitary sewer main plan and profile sheets

- Force main Plan and profile sheets
- Lift station plan sheets
- Erosion control sheets
- Traffic control plans
- Detail sheets

Task 405: 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 406: 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 500 – MEP DESIGN (MECHANICAL, ELECTRICAL, PLUMBING)

Task 501: Electrical Design

Olsson will provide electrical design for the lift station and coordinate with the power company for new service to the lift station.

PHASE 600 – SCADA DESIGN

Task 601: SCADA Design

Olsson will provide the following tasks for SCADA design:

-Engineer will provide virtual attendance to design team meetings.
-Engineer will provide virtual attendance to client review meetings.
-Engineer will provide collaboration with client personnel to establish client's standards and preferences.
-Engineer will provide control system and instrumentation specifications.
-Engineer will provide instrumentation schedules and installation details and drafting.
-Engineer will provide control system and communications cabling conduit design and drafting.
-Engineer will provide SCADA panel modification design, telemetry design, schedules, and specifications.
-Engineer will review and specify control system components to be compatible for integration with the existing SCADA standard hardware and software.
-Engineer will attend one (1) site visit during design.
-Engineer will provide project management and quality control (QC) during design.

PHASE 700 – PROJECT PERMITTING

Olsson shall work with the City on obtaining the necessary permits that will be required to construct the project. The tasks performed shall include:

Task 701: SWPPP

Olsson shall prepare Erosion Control Documents containing the following:

- Plan Sheet(s) showing the location of BMP's.
- Details & Standard Plans of BMP's to be used.
- 3-ring binder complete with permit and supporting documents
- Fill out Notice of Intent (NOI).

Task 702: County Permits

Olsson will prepare the County permit to Occupy County ROW and the County permit to Cross County ROW, and will assist the owner in submitting the permits. The City is responsible for any review or permit fees.

Task 703: NDEE Construction Permit

Olsson will submit the approved plan and specifications to NDEE for review and shall respond to NDEE comments. The Client shall be responsible for any review fees.

Task 704: Nebraska Central Railroad Permit

Olsson shall obtain a rail crossing permit from Nebraska Central Railroad to install the force main under the rail at the south end of the project location. The Client shall be responsible for all permit fees.

PHASE 800 - BID PHASE SERVICES

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

Task 801: 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 802: Answer Bidder Questions

Olsson shall answer bidder's questions regarding the construction documents.

Task 803: Prepare Addenda

Olsson shall prepare and distribute addenda to the bidders that may be needed during the bid phase.

Task 804: Attend Bid Opening

Olsson shall attend bid opening to assist Client in opening bids.

Task 805: Evaluate Bids / Recommend Award

Olsson shall evaluate the bids and qualifications of the bidders and provide a recommendation of award to the Client.

PHASE 900 – CONSTRUCTION SERVICES

Task 901: Construction Administration

- Review shop drawings and submittals for compliance with construction documents. Olsson anticipates 12 submittals.
-Act as a liaison for the City/Owner with Contractors.
-Conduct a pre-construction meeting.

Task 902: Construction Observation

- Observe public water main, sanitary sewer, and lift station improvements as designated in the construction documents for the project.
-Provide observation and material testing for an average of 25 hours per week for 15 weeks.
-Provide clarification and direction to Contractors regarding compliance with construction documents and City code and regulations.
-Maintain daily logs of construction activity and provide weekly progress reports.

-Review Contractor Pay Requests.

Task 903: Construction Lab Testing

-Construction testing as required by construction documents and the City of Norfolk Standard Specifications.

Task 904: Construction Meetings

-Conduct two (2) onsite progress meeting.

Task 905: Construction Staking

Olsson will provide construction staking for both the sanitary and water main layout. The following shall be utilized for staking:

-Verify control points and benchmarks for the project

-Set 1 graded offset at 100' stations and air reliefs for proposed sanitary force main. (1 Trip)

-Set offsets for lift station and one benchmark. (1 trip)

-Set 1 graded offset every 100' station and a fixture's for proposed water main. (1 trip)

-Set 1 stake at each of bores. To be completed with staking for water and sewer trips

Task 906: Project Closeout

Olsson shall complete the following services to close out the project. These services shall include the following:

-Organize Final Inspection - Olsson shall organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client**.**

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

-Prepare Record Drawing Package - Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings and testing package and a CD of the .pdfs of the record drawings and testing package.

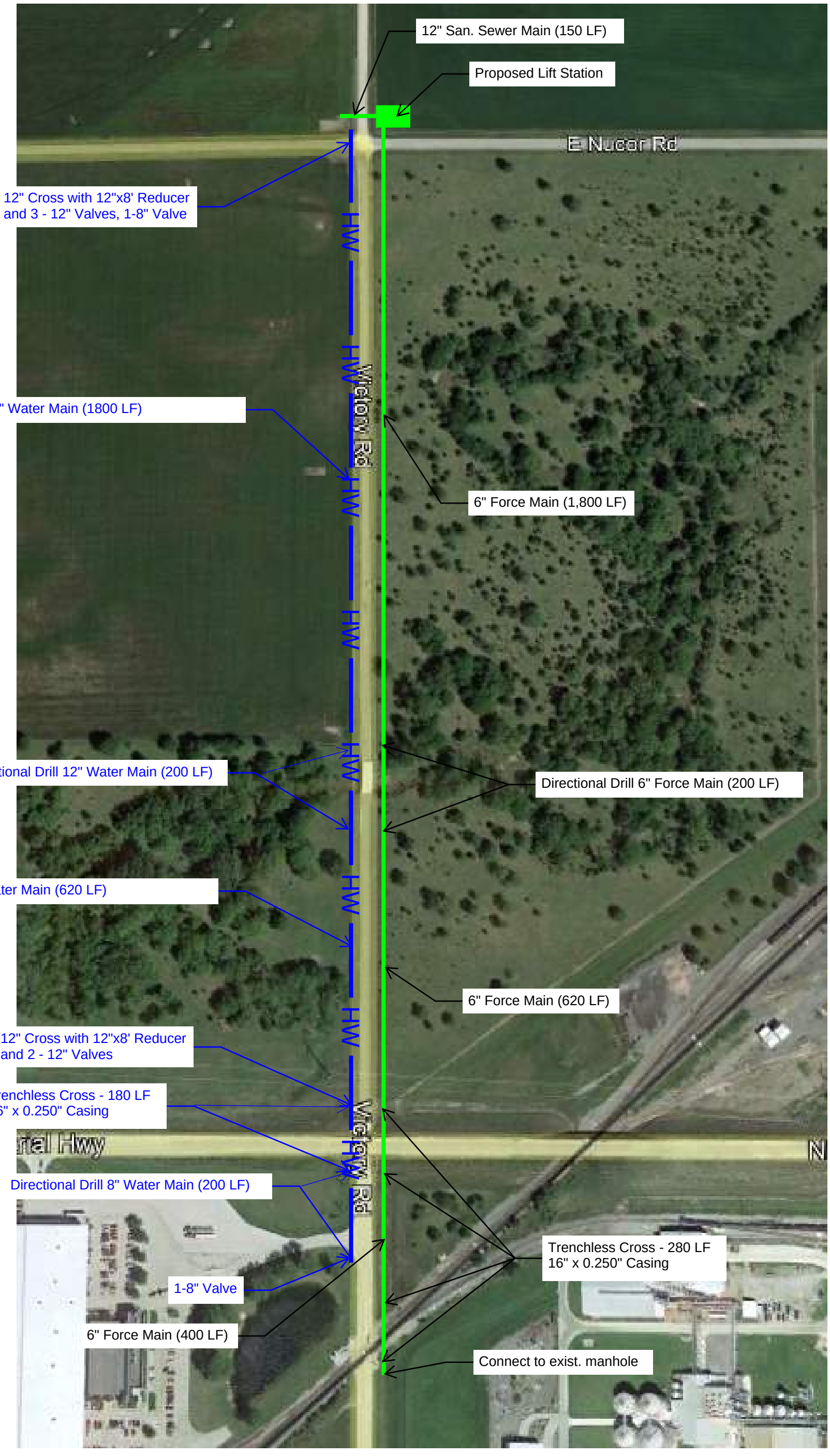
EXCLUSIONS:

- No Environmental services shall be provided for this project and will be considered additional services if requested by the Client.
- Olsson will NOT provide SCADA integration services as part of this scope of services. All SCADA work at the site shall be completed by the contractor.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

Northeast Industrial Utility Extension - 2022		
Phase	**Task Description**	**Fee Amount**
PHASE 100- PROJECT MANAGEMENT		
101	Project Initiation Meeting	$ 2,500.00
102	Project Design Coordination	$ 6,000.00
103	Meetings with Owner	$ 4,500.00
104	City Council Meeting	$ 1,500.00
	Sub-Total	$ 14,500.00
PHASE 200 - LAND SURVEY		
201	Topographic Survey	$ 10,500.00
202	Easement Exhibits	$ 4,800.00
	Sub-Total	$ 15,300.00
PHASE 300 - GEOTECHNICAL EXPLORATION		
301	Drilling Services	$ 7,340.00
302	Geotechnical Services	$ 6,560.00
	Sub-Total	$ 13,900.00
PHASE 400 - CIVIL DESIGN		
401	Design Water System Improvement	$ 5,500.00
402	Design Sanitary System Improvements	$ 5,500.00
403	Design Lift Station	$ 19,000.00
404	Prepare Plans & Specifications	$ 22,000.00
405	QA/QC Review	$ 5,500.00
406	Prepare Cost Opinion	$ 2,500.00
	Sub-Total	$ 60,000.00
PHASE 500 - MEP DESIGN		
501	Electrical Design	$ 6,000.00
	Sub-Total	$ 6,000.00
PHASE 600 - SCADA DESIGN		
601	SCADA Design	$ 6,745.00
	Sub-Total	$ 6,745.00
PHASE 700 - PROJECT PERMITTING		
701	SWPPP	$ 2,500.00
702	County Permits	$ 1,500.00
703	NHHS Construction Permit	$ 1,500.00
704	Nebraska Central Railroad Permit	$ 4,500.00
	Sub-Total	$ 10,000.00
PHASE 800 - BID PHASE SERVICES		
801	Prepare and Distribute Bid Documents	$ 3,000.00
802	Answer Bidder Questions	$ 2,500.00
803	Prepare Addenda	$ 1,500.00
804	Attend Bid Opening	$ 1,000.00
805	Evaluate Bids/Recommend Award	$ 1,500.00
	Sub-Total	$ 9,500.00
PHASE 900 - CONSTRUCTION SERVICES		
901	Construction Administration	$ 10,425.00
902	Construction Observation	$ 39,300.00
903	Construction Lab Testing	$ 600.00
904	Construction Meeting	$ 2,000.00
905	Construction Staking	$ 6,000.00
906	Project Closeout	$ 5,000.00
	Sub-Total	$ 63,325.00
TOTAL SURVEY, GEOTECH, DESIGN, AND CONSTRUCTION ADMIN FEES		**$ 199,270.00**


12" San. Sewer Main (150 LF)
Proposed Lift Station
E Nucor Rd
12" Cross with 12"x8' Reducer and 3 - 12" Valves, 1-8" Valve
12" Water Main (1800 LF)
6" Force Main (1,800 LF)
Directional Drill 12" Water Main (200 LF)
Directional Drill 6" Force Main (200 LF)
12" Water Main (620 LF)
6" Force Main (620 LF)
12" Cross with 12"x8' Reducer and 2 - 12" Valves
Trenchless Cross - 180 LF 16" x 0.250" Casing
Directional Drill 8" Water Main (200 LF)
Trenchless Cross - 280 LF 16" x 0.250" Casing
1-8" Valve
6" Force Main (400 LF)
Connect to exist. manhole

SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

Project will be located near: Northeast Industrial Highway in Norfolk, Nebraska.

Project Description: Water and Sanitary Sewer Extension

Project Background:
We understand that this project comprises the extension of City water and sanitary sewer lines on the north side of town. Based on the preliminary plan and profile information, the sanitary sewer and water lines will have total lengths of approximately 3,300 and 3,000 lineal feet, respectively. We understand the water and sewer lines will have bury depths of 5 to 10 feet below grade. The sanitary sewer will have a lift station with a bearing depth of approximately 25 to 30 feet below grade.

Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of native sands and clays. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

SCOPE OF SERVICES

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

Phase 100 – Geotechnical Exploration

Task 101 – Drilling Services

1. **Coordination and General Notes**
   a. Olsson will contact Nebraska 811 to locate underground utilities. Because any privately owned utilities onsite will not be marked by the vendors notified by the 811 service, and to ensure the safety of the drilling crew performing the field work, Olsson may need to hire a private utility locator and/or a hydroexcavation contractor to locate and mark the existing private utilities. The cost of locating private utility lines and private service connections through private locating services and/or hydroexcavation, and fees associated with the coordination of these services will be invoiced as *additional services* beyond what is included in this scope of work, if required.

   b. All boring locations must be readily accessible. Fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations will be invoiced as *additional services* beyond what is included in this scope of work.

   c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Fees for the repair of these damages, including labor and material, will be invoiced as *additional services* beyond what is included in this scope of work.

   d. Traffic control may be necessary to complete the field exploration. Fees for a traffic control contractor to provide traffic coverage will be invoiced as *additional services* beyond what is included in this scope of work.

2. **Field Exploration**

   a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:

      - Two (2) soil test borings to a depth of 40 feet;
      - One (1) soil test boring to a depth of 35 feet;
      - Six (6) soil test borings to a depth of 20 feet each; and
      - One (1) bulk sample.

      The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 235 linear feet.

   b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.

   c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

   d. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

Task 102 – Geotechnical Services

1. **Laboratory Services**

   As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), #200 sieve wash tests (ASTM D1140), gradation analysis tests (ASTM C136), and corrosivity potential tests.

2. **Engineering Analysis and Report Preparation**

   Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

   a. Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.

   b. Anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.

   c. Characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.

   d. Lateral earth pressure values for restrained and/or unrestrained foundation/retaining walls, including passive pressures and sliding friction values to resist sliding.

   e. Pipe bedding for water and sewer lines.

   f. Subgrade stabilization criteria for installation of water and sewer lines.

   We will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.

FEE ESTIMATE AND CLOSURE

Task 101 - The fee for Drilling Services listed above will be invoiced on a lump sum basis of $7,340.00.

Task 102 - The fee for the Geotechnical Report and Laboratory Services listed above will be invoiced on a lump sum basis of $6,560.00.

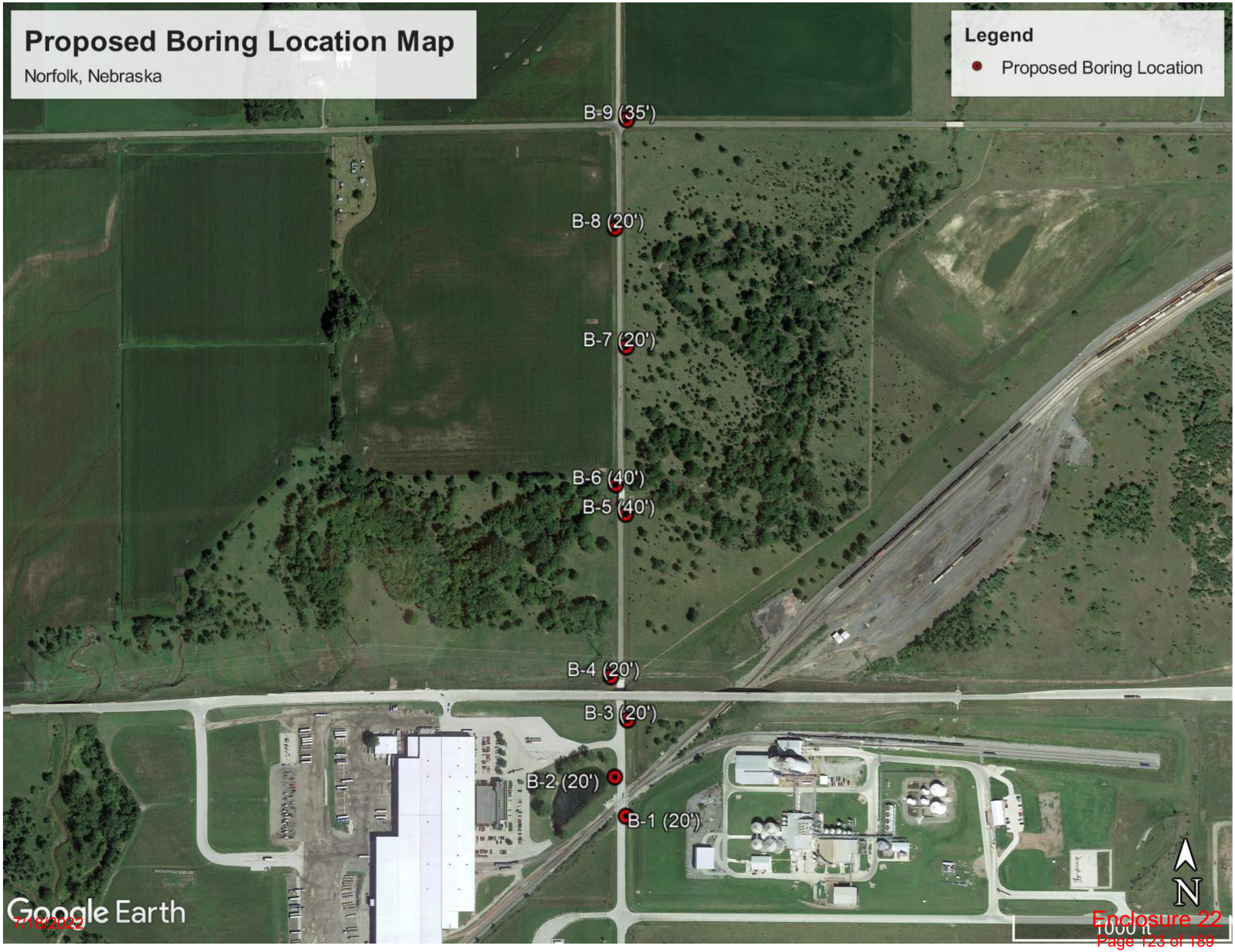
Optional *additional services*:

- **Private Utility Locator: $150.00 per hour**
- **Hydroexcavation Contractor: $185.00 per hour plus mobilization**
- **Olsson mud-matting and clearing operations: $185.00 per hour**
- **Traffic control contractor: $1,950 per day**

TOTAL COST OF DRILLING AND GEOTECHNICAL REPORT SERVICES: $13,900.00

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns, please call Dallas Schroeder at 308-398-2996 (office). We look forward to hearing from you and working with you on this project.

\\oa.ad.oaconsulting.com\fnts-ns1\general data\Lincoln\Admin\LETPROP\GTEC\Proposals\2022\Utilities\Norfolk Crush Plant Water and Sewer Extension\REV I_Norfolk Crush Plant Water and Sewer Extension Geotech Scope of Service and Fee 6.8.22.docx


Proposed Boring Location Map
Norfolk, Nebraska
Legend
Proposed Boring Location
B-9 (35')
B-8 (20')
B-7 (20')
B-6 (40')
B-5 (40')
B-4 (20')
B-3 (20')
B-2 (20')
B-1 (20')
N
Google Earth
7/18/2022
1000 ft

June 30, 2022

Mr. Steve Rames,
Public Works Director
309 N. 5th St.
Norfolk, NE 68701

Subject: Voluntary Annexation

Mr. Rames,

I am requesting as part of the subdivision approval for "North Development and Addition to City of Norfolk, Madison County, Nebraska" that the City of Norfolk annex the entire parent parcel of the subdivision which is as follows:

A tract of land lying wholly in the East Half of the Northeast Quarter lying South of the Southerly right of way of State Highway #35 in Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Section 24; thence South, on section line, on an assumed bearing of South 01 degrees 47 minutes 30 seconds East 428.00 feet to a point on the Southerly right of way of State Highway #35 and the point of beginning; thence continuing South 01 degrees 47 minutes 30 seconds East, on section line, 2211.53 feet to the East ¼ corner of said Section 24; thence South 88 degrees 13 minutes 35 seconds West, on the ¼ line, 1318.21 feet to the South 1/16th corner of the NE1/4 of said Section 24; thence North 02 degrees 00 minutes 40 seconds West, on the 1/16th line, 614.55 to a point on said Southerly right of way of State Highway #35; thence North 37 degrees 16 minutes 28 seconds East, on said Southerly right of way of State Highway #35, 354.16 feet; thence North 39 degrees 33 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 278.37 feet; thence North 22 degrees 02 minutes 13 seconds East, on said Southerly right of way of State Highway #35, 166.08 feet; thence North 39 degrees 33 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 1279.51 feet; thence North 77 degrees 19 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 1.08 feet to the point of beginning.

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

Regards,

Aaron D. Geary
Current Property Owner
402-452-6757

ORDINANCE NO. 5795

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO ANNEX TO SAID CITY A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE HIGHWAY #35 ROW AND INCLUDING THE HIGHWAY ROW LYING ADJACENT TO SAID TRACT IN SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P. M., MADISON COUNTY, NEBRASKA.

REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED IN PAMPHLET FORM.

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

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

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

Section 1. That the real estate located in the East Half of the Northeast Quarter lying south of the Highway #35 ROW and including the Highway ROW lying adjacent to said tract in Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska described to-wit:

A tract of land lying wholly in the East Half of the Northeast Quarter lying South of the Southerly right of way of State Highway #35 in Section 24, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of said Section 24; thence South, on section line, on an assumed bearing of South 01 degrees 47 minutes 30 seconds East 428.00 feet to a point on the Southerly right of way of State Highway #35 and the point of beginning; thence continuing South 01 degrees 47 minutes 30 seconds East, on section line, 2211.53 feet to the East ¼ corner of said Section 24; thence South 88 degrees 13 minutes 35 seconds West, on the ¼ line, 1318.21 feet to the South 1/16th corner of the NE1/4 of said Section 24; thence North 02 degrees 00 minutes 40 seconds West, on the 1/16th line, 614.55 to a point on said Southerly right of way of State Highway #35; thence North 37 degrees 16 minutes 28 seconds East, on said Southerly right of way of State Highway #35, 354.16 feet; thence North 39 degrees 33 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 278.37 feet; thence North 22 degrees 02 minutes 13 seconds East, on said Southerly right of way of State Highway #35, 166.08 feet; thence North 39 degrees 33 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 1279.51 feet; thence North 77 degrees 19 minutes 31 seconds East, on said Southerly right of way of State Highway #35, 1.08 feet to the point of beginning.

AND

Parcel 2:
Highway #35 Right-of-Way abutting the above said legal, described as beginning at the intersection of the West line of the SE ¼ NE ¼ and the South line of said Right-of-Way; thence north on the West line of the SE ¼ NE ¼ a distance of 367 ft. to a point at the intersection of the North line of said Right-of-Way and the West line of the SE ¼ NE ¼; thence Northeasterly on said North Right-of-Way line, approximately 1835 ft. to a point on the North Right-of-Way; thence Southeasterly 365 ft. to a point of intersection of the South Right-of-Way line and East line of the NE ¼; thence Southwesterly along described Right-of-Way line a distance of 2079 ft. to the point of beginning.

SEE EXHIBIT "A".

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

ATTEST:

_____ _____

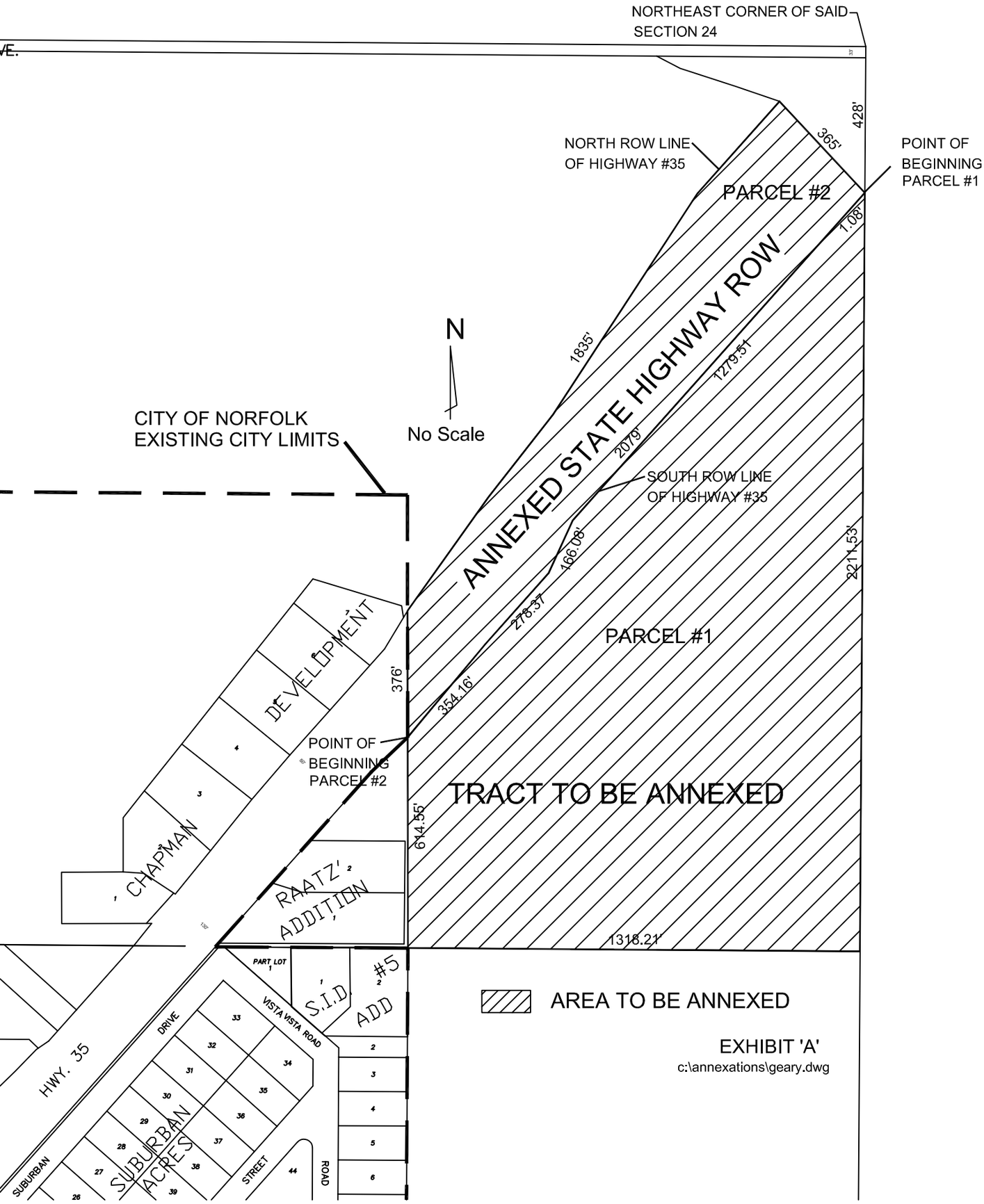
Brianna Duerst, City Clerk Josh Moenning, Mayor

(S E A L) Approved as to form: _____

Danielle L. Myers-Noelle, City Attorney

ANNEXATION MAP

A TRACT OF LAND LYING IN THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTH OF THE HIGHWAY #35 ROW AND INCLUDING THE HIGHWAY ROW LYING ADJACENT TO SAID TRACT IN SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA.



City of Norfolk
NEBRASKA
progress. right at home.

309 N 5th St
Norfolk, NE 68701
P402-844-2280 F402-844-2028
www.norfolkne.gov

July 6, 2022

Honorable Mayor
and
City Council

Dear Mayor and Council:

On July 6, 2022 the Norfolk Planning Commission reviewed the request to annex a tract of land generally located southeast of the intersection at Highway 35 and East Benjamin Avenue.

The Planning Commission recommends approval of the annexation with a vote of 9-0.

Sincerely,

Dan Spray, Chair
Norfolk Planning Commission

City of Norfolk, Nebraska

PROFESSIONAL SERVICES CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this _____ day of_____, 2022, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as "City" and Toole Design Group, LLC ("TDG")

TOOLE DESIGN GROUP, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

hereinafter referred to as "Consultant".

RECITALS

WHEREAS, The City propose to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in

"Complete Streets Illustrations and Grant Services"

and;

WHEREAS, Consultant possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the City, and the City desires to engage Consultant for such Consultant Services on the terms herein provided and;

WHEREAS, Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with the proposed Consultant Services submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties hereto agree as follows:

1. **Contract Administrators.** **Steve Rames**, of the City's Engineering Department, shall be the City=s representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. **Adam Wood**, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.

2. **Scope of Services.** Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.

3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than May 31, 2023.

4. **Compensation.** Consultant shall be paid the actual time of personnel performing such services on an hourly cost basis for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule B attached to this agreement. The aggregate, not to exceed fee, including reimbursable expenses for this contract is $4,000. All approved payments will be made to the Consultant. Failure

of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

5. **Services; Confidentiality.** All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.

6. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.

7. **Termination of Agreement.**
   a. This Agreement may be terminated by the City or the Consultant if the other party fails to adequately perform any material obligation required by this Agreement ("Default"). Termination rights under this paragraph may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.

   b. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten days written notice to the Consultant.

   c. 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, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Consultant and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Consultant for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in B or C above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination. Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Article II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Article II for a period of one (1) year after such termination, without prior approval of the City.

8. **Additional Services.** The City may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the City and Consultant shall be effective when incorporated in written amendments to this Agreement.

9. **Fair Employment.** In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because

of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of *Neb. Rev. Stat.* § 48-1122, as amended.

10. **Fair Labor Standards.** The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statues, as amended.

11. **Assignability.** The Consultant shall not assign any interest in this Agreement, except for the work of the Subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto, which shall not be unreasonably withheld; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

12. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.

13. **Ownership, Publication, Reproduction and Use of Material.** Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. Ownership shall not extend to Consultant's underlying means and methods used to create work project. Additionally, any images, graphics, photographs, etc. contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City. The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate so long as the City holds Consultant harmless from any reuse or modification of said works or materials. The City shall also retain all such rights for any derivative works based on such works or materials.

14. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents the consideration for this Agreement includes Consultant'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. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the City may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

15. **Insurance; Coverage.** The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein 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 Consultant's insurer and will be no more than $100,000.00 per occurrence.

a. **Workers' Compensation; Employers' Liability.**
The Consultant 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. Employers' Liability coverage with limits of not less than $1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant 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.

b. **Commercial General Liability.**
The Consultant 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 Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.

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

d. **Pollution Liability.** (Required only if appropriate*)
Consultants shall provide proof of pollution liability insurance arising out of all operations of the Consultants and sub-consultants, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include but are not limited to; asbestos, lead, and mold so that these risks are covered if caused by Consultant/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

7/18/2022
Enclosure 24
Page 133 of 189

e. **Errors and Omissions; Professional Liability.** (Required only if appropriate*)
Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than $1,000,000 each claim. Consultant 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 Consultant.

**Required whenever service Consultant is required to be certified, licensed or registered by a regulatory entity and/or where the Consultant's judgment in planning and design could result in economic loss to City/County/PBC.*

f. **Additional Insured.**
An Additional Insured endorsement 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.**

g. **Certificates; Endorsements.**
The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of 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.

h. Risk of Loss; Sub-consultant.
Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.

i. **Umbrella or Excess Liability.**
The Consultant 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.

j. **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.

k. **Indemnification.**
To the fullest extent permitted by law the Consultant shall indemnify, and hold harmless the Owner, 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 reasonable 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 to 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 Consultant, a sub-consultant, 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 Consultant 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. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

l. **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.

m. **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.

16. **Notice.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Norfolk Nebraska
Risk Management
Attention: Lyle Lutt

309 N. 5th Street
Norfolk, NE 68701

Toole Design Group, LLC
Attn: Adam Wood
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

[Name & address of person to whom Notice to Consultant is to be given]

17. **Independent Contractor.** The City is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.

19. **Integration.** This Agreement represents the entire agreement between the parties and all prior

negotiations and representations are hereby expressly excluded from this Agreement.

20. **Amendment.** This Agreement may be amended or modified only in writing signed by both the City and Consultant.

21. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

23. **Audit and Review.** The Consultant shall be subject to audit pursuant to Chapter 13.168 of the Norfolk Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

24. **Federal Immigration Verification.** If the Consultant is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant 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 USC 1324 a, 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 Consultant 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 Consultant 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.
    a. **Attestation Form.** If the Consultant is an individual or sole proprietor, the Consultant agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.

    b. **Public Benefits Eligibility Status Check.** If the Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, the Consultant shall verify the applicant=s lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City=s request. For information on the SAVE program, go to www.uscis.gov/SAVE.

25. **Representations.** Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

26. **Professional Licensing.** Consultant shall be a legal business entity registered with the Nebraska Secretary of State and, if required, the State of Nebraska Board of Engineers and Architects.

7/18/2022

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement as of the Execution Date set forth above.

CITY OF NORFOLK, NEBRASKA

By: _____
Josh Moenning, Mayor of Norfolk

ATTEST:

_____

Brianna Duerst,
City Clerk

CONSULTANT

By: Ciara Schlichting (Jul 13, 2022 11:31 CDT)

Title: Director of Operations, Midwestern U.S.

7/18/2022

UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR INDIVIDUAL CONSULTANT
(to be used pursuant to Section XXVII.B)

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

DATE: _____

UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR PUBLIC BENEFIT
(to be used pursuant to Section XXVII.C)

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Ciara Schlichting
(First, Middle, Last)

SIGNATURE: Ciara Schlichting (Jul 13, 2022 11:31 CDT)

DATE: Jul 13, 2022

Attachment A: Scope of Work

Toole Design will perform the following services for the City of Norfolk. Specific details about the completion of the tasks will be confirmed with the City prior to initiation.

1. **Support for Grant Application** – Assist the City and Northeast Nebraska Economic Development District (NENEDD) with the development of an application for the Safe Streets and Roads for All grant program. Toole Design's effort will focus on supporting the creation of a project narrative and will be up to the allowable budget for this task.

Attachment B: Budget and Fees

Client shall compensate TDG for services on a time and materials basis up to $4,000, as detailed below. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.

Task	Hours	Fee
1. Support for Grant Application	26	$4,000
Total	**26**	**$4,000**

7/18/2022

MSN 115_Consultant Services Agreement - TDG 7-12-2022 (AA)

Final Audit Report 2022-07-13

Created:	2022-07-13
By:	Danielle Vagts (dvagts@tooledesign.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9sj2NTy-z06pEyWBQdJPRTbsRT9A5Eq2

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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: slange@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

Northeast Industrial District – 2022 – McHeirs LLC Due Diligence Report

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 actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement. The aggregate fee not to exceed including reimbursable expenses for this contract is $53,900.00.

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. Candice Alder** will act as the City's Authorized Representative for this Project and **Seth Lange** 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

MCHEIRS, LLC
Attn: Jan Einspahr

_____
Jan Einspahr

ENGINEER

Signature: _____

Printed: Seth Lange

Title: Project Manager

Signature: _____

Printed: Matt Rief

Title: Team Leader

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated 03/15/2022 between City of Norfolk and McHeirs, LLC ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at:	PT S1/2 Section 12 Township 24 Range 1W and PT N1/2 SE1/4 Section 12 Township 24 Range 1W. More specifically PID # 590163787 and PID # 59013800 located northeast of the intersection of Victory Road and Eisenhower Avenue, Norfolk, Madison County, Nebraska
Project Description:	Proposal for site planning services for a 230 acre combined parcels located at the Northeast corner of Victory Road and East Eisenhower Avenue. (the "Project")

SCOPE OF SERVICES

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

DUE DILIGENCE SERVICES/ PROPERTY ASSESSMENT

Property Assessment

This project involves the collection and analysis of all natural and built-environmental data to provide property sustainability for the development of the aforementioned properties. We will determine attributes including infrastructure sizing, capacities, redundancies, distance, and service capabilities from a desktop review angle. This information will uncover initial findings to any high-level site assets that aid in the appropriate positioning of the property during the master planning task and will additionally uncover any perceived deficiencies that should be considered for mitigation or development avoidance. Olsson will refer to all client – provided information, studies, and reports, to the extent these are both relevant and current, in lieu of duplicating analyses. Mapping corresponding to each of the specific tasks and attributes assessed will be completed in similar scale to accurately represent property service capabilities and included in the final comprehensive diligence report document specific phases and tasks include the following:

PHASE 100: MEETINGS/PROJECT MANAGEMENT

Task 101: Meetings/Project Management

- One in-person kickoff meeting to be held in Norfolk, Nebraska with up to three Olsson professionals involving client and applicable utility, public works, planning, and economic development representatives to the property (at the discretion of the client) to discuss infrastructure intake information.
- Coordination with internal team.
- Communicating with Client on project status and information needs.

- One in-person meeting to be held in Norfolk, Nebraska with up to three Olsson professionals to present diligence report and master plan concepts and collect desired revisions.

PHASE 200: SITE INVESTIGATION

Task 201: Site Investigation

- Assess transportation services and capabilities by the following:
  - Identify access locations to proposed site
  - Assess existing truck routes
  - Determine potential future truck routes
- Collect, via infrastructure intake, information provided by client and client's resource provider partners, location, capacities, and redundancies of service for the following built-environment attributes:
  - Sanitary Sewer
  - Water Facilities
  - Electric Power
  - Telecommunication and Fiber
  - Natural Gas

Task 202: Explore Potential Rail Access

- Evaluate location of existing rail location in proximity to the proposed project site.
- Provide information on feasibility of providing rail service to project site, this information will include but is not limited to:
  - Property owners information adjacent to rail.
  - Review of encumbrances that may hinder rail service to project site
  - Develop and provide preliminary process for providing rail service to site or if rail service is feasible for the project site.

Task 203: Airport Impacts Review (As Needed)

Preparing Airport Impacts for the above mentioned project includes determining if the site is within 10-miles from any runway ends. The below bullets provides information on what is provided to provide Airport Impacts.

- Evaluate FAA Part 77 Surface for obstructions to proposed developments
- Evaluate approach and departure surfaces for obstructions to proposed developments
- Evaluate current airport zoning requirements and identify any conflicts with the current zoning requirements
- Determine any impacts to existing and future approaches
- Provide maximum elevation contours to proposed site

PHASE 300: GEOTECHNICAL EXPLORATION

We understand that this project comprises the preliminary geotechnical investigation for a new industrial park northwest of Victory Road and Eisenhower Avenue in Norfolk, Nebraska. We anticipate that the new development will comprise commercial and industrial structures. We anticipate the buildings will generally be slab-on-grade and will

have maximum column and continuous wall loads on the order of 150 kips and 4 kips per lineal foot, respectively.

Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of native sands underlain by clays. Based on our evaluation of the expected conditions, the proposed boring depths will provide sufficient delineation of the subsurface strata to prepare our recommendations.

Task 301: Drilling Services

- **Coordination and General Notes**
  - Olsson will contact Diggers Hotline of Nebraska to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections through private locating services and/or hydroexcavation is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections. If requested, Olsson can coordinate private locating or hydroexcavation services for an additional fee.
  - All boring locations must be readily accessible. Any fees resulting from the use of mud-matting or clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson will not perform field work until access to boring locations is satisfactory to Olsson.
  - Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.
- **Field Exploration**
  - We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
    - Five (5) soil test borings to a depth of 20 feet each
    - The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 100 linear feet.
  - Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
  - We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
  - After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

Task 302: Geotechnical Services

- **Laboratory Services**
  - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture

content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), #200 sieve wash tests (ASTM D1140), and one-dimensional consolidation tests (ASTM D2435).

- **Engineering Analysis and Report Preparation**
  - Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:
    - Expected shallow foundation support conditions, including a range of estimated maximum net allowable soil bearing pressures and a discussion of potential remedial measures, if required.
    - General site preparation and structural fill placement, including remediation of unsuitable soils and estimated settlement associated with structural fill placement.
    - Suitability of on-site soils for support of pavements and building slabs-on-grade.
    - Review existing USGS/USDA soil survey data and cross reference soils information to services provided in Task 201 for concurrency.

We will present our conclusions and recommendations in a written preliminary report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests. Any additional services or fees outside of the above mentioned scope will be coordinated with the Client, and provided.

PHASE 400: SURVEY SERVICES

Task 401: ALTA Survey

- Complete an ALTA/NSPS survey to include an assumed 2021 Table "A" items 1-4, 6a, 7a, 7(b1), 8, 9, 11a, 13, and 15-18 of parcels in Section 12-T24N-R1W, Madison County, Tax ID #'s 590163800 & 590163787. **(See Attached Table A)**

The Client will review the assumed Table A, and if the client requires any additional or removal of any responsibilities and specifications from Table A, the client will contact Olsson for revision of fee based on client advised Table A responsibilities.

Task 402: Title Commitment (as needed)

- Review title, provided by client, including easements, restrictions, property ownership, and boundaries for the subject properties. As part of task 401 this service is provided if the client has the existing titles. If client does not have title, Olsson will provide a title search for above mentioned properties. This will be considered additional services and will be provided for $500 per parcel. **Two (2)** parcels have been identified for this project

PHASE 500: ENVIRONMENTAL SERVICES

Prepare Environmental Site Services (including Air Quality, Wetland Delineation, Endangered Species)

Task 501: Wetlands and Threatened and Endangered Species Desktop Review.

- **Wetlands Desktop Review.** Olsson will complete a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5-minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

- **T&E Species Desktop Review.** Olsson will complete the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) process for the study area to determine what federally listed threatened and endangered species may be present. Olsson will also complete the NGPC Conservation and Environmental Review Tool (CERT) for the study area to determine if any state listed threatened and endangered species may be present.

- **Report.** Olsson will prepare a report discussing the methods used and results of the desktop review and will include figures documenting potential wetlands and other water features. Olsson will include a narrative describing the results of the IPaC and CERT for the study area. Olsson will then provide a determination of possible regulatory permitting needs for wetlands and other waters and provide possible conditions the project may need to adhere to for the protection of any threatened and/or endangered species.

~~**Task 502:** Air Quality Permitting Limitations~~

- ~~Olsson shall cover a basic summary of the air permitting requirements, including applicability, for any portion of future development that would have air emission units.~~
- ~~Olsson shall review adjacent properties and provide information on possible~~

~~Air quality permitting and limitations are required for specific equipment or facilities that generate air emissions. Since facilities have not been defined for this site yet the information provided above will be general information that identifies existing facilities adjacent to the site and provides the feasibility of end user's and effects of air quality of existing and proposed end user's.~~

Task 503: Project Site Wetland Delineation (if needed)

Olsson will complete a Wetland Delineation of the project study area following the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August, 2010).

- **Site Visit.** Olsson will complete a site visit to field verify the presence or absence of wetlands and other waters identified during the wetland

desktop review. The site visit must be conducted during the Corps specified growing season (May 1 – October 31). The site visit will be conducted by traversing the project study area to identify wetland characteristics including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Corps' Midwest Region Data Forms will be completed to document the presence or absence of wetlands. Photographs documenting site conditions, including wetlands and other waters, will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

- **Report.** Upon completion of the site visit a report documenting the findings of the Wetland Delineation will be prepared detailing the presence or absence of wetlands and other waters within the project study area. The report will include a narrative of how the Wetland Delineation was conducted and a summary of the results of the Wetland Delineation. Figures showing wetland and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

PHASE 600 – MASTER PLANNING WITH CONCEPTUAL LAYOUT

In consideration of logical easements, access, drainage, natural encumbrance considerations, target markets and assumed facilities sizing, transportation circulation, and zoning considerations, the subject property benefits from being master planned to optimize total development area. Understanding that the site may not develop exactly has planned, these master plan options will be designed to provide flexibility to specialized development needs. Olsson can contract in an on-call basis with the client for rapid alteration of master plan concepts to accommodate prospective end-user pad site requirements.

Task 601: Conceptual Site Plans

- Refer to the diligence analyses completed in Phase 100 and evaluate pad site service and size expectations congruent to likely development targets.

- Review existing comprehensive planning and zoning code regulation to assess suitability of site design to community vision.
- In consideration of existing natural features, encumbrances, and optimal development targets as identified in Phase 100, develop up to **three (3)** conceptual site plans to maximize subject property function and marketability with plans addressing the site issues such as:
    - Access
    - Potential building sizes and layout
    - Transportation
    - Circulation
    - Parking
    - Utility Layout (primary and secondary feeds)
    - Performance design elements
    - Phasing potential
    - Any known pad site requirements from secured end-users
    - Known user demand characteristics of viable, targeted end-users

- Show connectivity to the land contiguous with the proposed project area.
- Meet with Client, either virtual or in person, and review **three (3)** concepts.
- Incorporate client comments into concepts for a total of **one (1)** revision per concept.
  - At the request of the client, additional variations to conceptual layouts beyond the **one (1)** scoped revision can be completed on a time and expense basis.
- Revise **three (3)** concepts and develop opinions of cost for backbone infrastructure and site improvements required to prepare the subject property for prospective end-users.

~~**Task 602:** Preferred Site Plan and Preliminary Plat.~~

- ~~Prepare preliminary plat with **one (1)** approved concept from Task 601. We are assuming no topographic survey will be required and it will be developed from an aerial and LiDar contour data. The preliminary plat will meet the current requirements of the City of Norfolk Preliminary Plat. Specific Tasks to include the following:~~
  - ~~Prepare Preliminary Plat (deliverable) to include lot layout plan with easements and sheet showing proposed street grades and drainage features. This shall not include a drainage study to determine detention requirement and storm sewer/culvert sizing~~
  - ~~Complete applications for zoning and platting. Application fees are not included as part of this agreement. Owner shall pay fees directly to agency, or reimburse Olsson separately for any and all review fees associated with the project~~
  - ~~Address site needs including but not limited to:~~
    - ~~Access~~
    - ~~Easements~~
    - ~~Potential building sizes~~
    - ~~Setbacks that comply with City of Norfolk zoning~~
    - ~~Transportation~~
    - ~~Circulation~~
    - ~~Parking~~
    - ~~Utility layout~~
    - ~~Drainage~~
    - ~~Wetland relocation (if necessary)~~
  - ~~Attend a meeting with the city to review the preliminary plat and address their comments~~
  - ~~Assume attendance to CDA, City Council, and Planning Commission will not be required. This will be considered additional services.~~

PHASE 700 – DUE DILLEGENCE REPORT/ EXHIBITS

Task 701: Due Diligence Report

- Olsson will provide a due diligence report to assist the client in evaluation the project site. Olsson will assist the client with site analysis by utilizing information collected in prior phases.
- Olsson shall provide project site maps/ exhibits for the due diligence report that show existing site encumbrances that have been provided in prior phases.

COMPENSATION

Northeast Industrial District - Due Dilligence		
Task	**Task Description**	**Fee Amount**
PHASE 100- MEETINGS/PROJECT MANAGEMENT		
101	Meetings/Project Management	$ 7,500.00
	Sub-Total	$ 7,500.00
PHASE 200 - SITE INVESTIGATION		
201	Site Investigation	$ 2,500.00
203	Explore Potential Rail Access	$ 3,100.00
	Sub-Total	$ 5,600.00
PHASE 300 - GEOTECHNICAL INVESTIGATION		
301	Drilling Services	$ 3,450.00
302	Geotechnical Services	$ 5,050.00
	Sub-Total	$ 8,500.00
PHASE 400 - SURVEY SERVICES		
401	ALTA Survey	$ 8,900.00
	Sub-Total	$ 8,900.00
PHASE 500 - ENVIRONMENTAL SERVICES		
501	Wetland and Threatened & Endangered Species Desktop Review	$ 2,900.00
502	~~Air Quality Permitting Limitations~~	N/A
	Sub-Total	$ 2,900.00
PHASE 600 - MASTER PLANNING WITH CONCEPTUAL LAYOUT		
601	Conceptual Site Plans	$ 15,000.00
602	~~Prefered Site Plan and Preliminary Plat~~	N/A
	Sub-Total	$ 15,000.00
PHASE 700 - DUE DILLIGENCE REPORT/ EXHIBITS		
701	Due Dillegence Report	$ 5,500.00
	Sub-Total	$ 5,500.00
	TOTAL CIVIL DESIGN SERVICES	**$ 53,900.00**

Assumptions

- All services shall be completed one (1) time only. Repetition of any tasks, beyond normal design/review processes, shall be considered additional services.
- **Client Will Provide**
  - Project Description
  - Location Information
  - General Project Location Map
  - Arranged Access to the Project Study Area
  - Property titles shall be provided by the Client

Exclusions

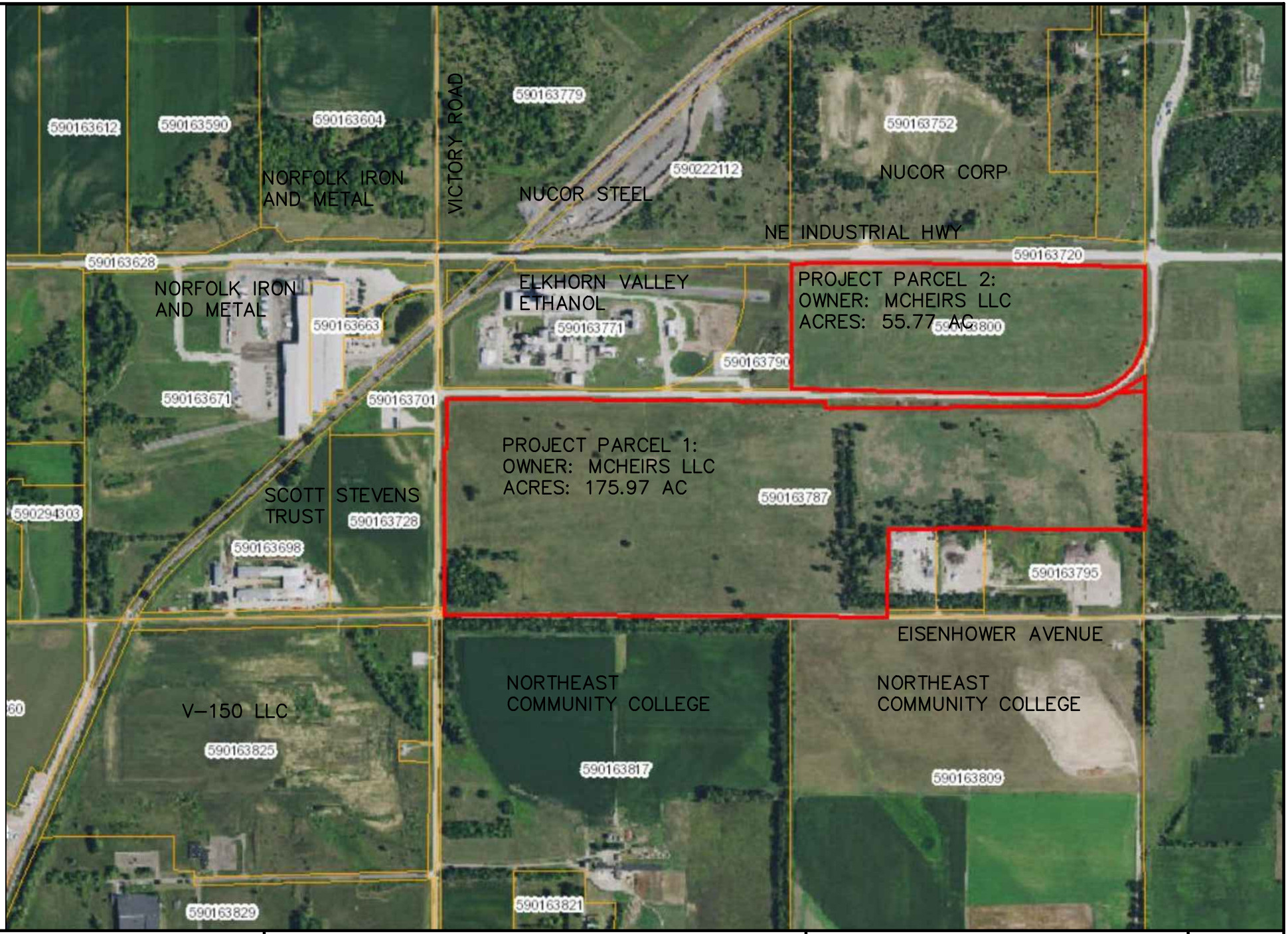
- Design Phase Services
- Final Platting
- Construction Phase Services

- Bid phase services
- Electrical, Gas system, Telephone, or communication design
- Assistance with any grant or funding documentation.
- Section 404 Nationwide Permit Application
- Jurisdictional Determination Request
- Individual Section 404 Permit Application
- Agency Requested Threatened and Endangered Species-Specific Survey
- Agency Requested Historic or Cultural Resource Surveys
- Floodplain Permitting

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

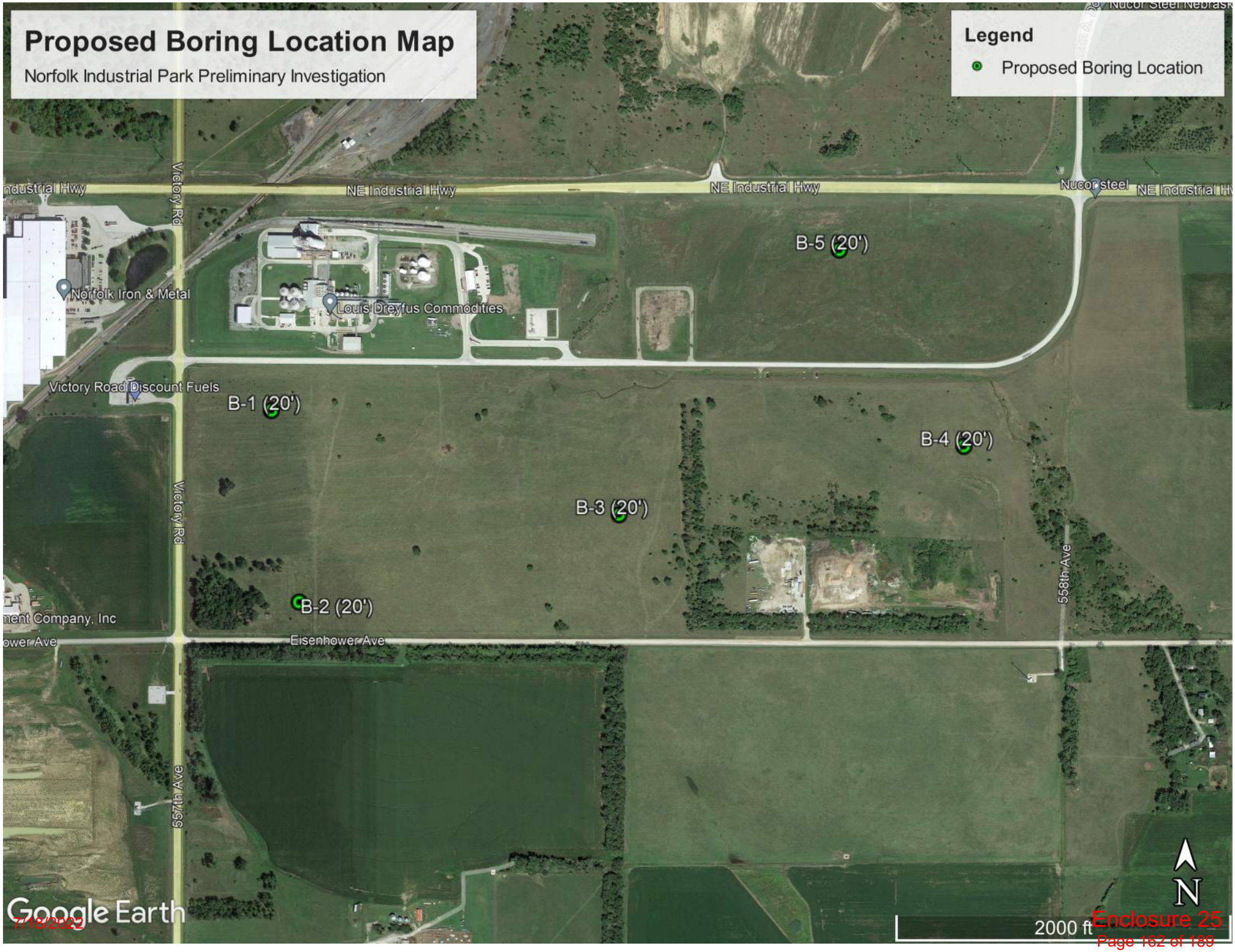
Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns, please call Seth Lange at 402-430-0823 (office). We look forward to hearing from you and working with you on this project.



DWG: C:\Users\slange\OneDrive - Olsson\Documents\Drawing1.dwg USER: slange
DATE: Mar 15, 2022 10:04am XREFS:

PROJECT NO: XXXX-XXXX	LOCATION MAP	olsson	EXHIBIT
DRAWN BY: SJL		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	1
DATE: 03/15/2022			


Proposed Boring Location Map
Norfolk Industrial Park Preliminary Investigation
Legend
Proposed Boring Location
NE Industrial Hwy
Victory Rd
Nucor steel
B-5 (20')
Norfolk Iron & Metal
Louis Dreyfus Commodities
Victory Road Discount Fuels
B-1 (20')
B-4 (20')
B-3 (20')
B-2 (20')
558th Ave
Eisenhower Ave
557th Ave
Google Earth
2000 ft
N

Complete an ALTA/NSPS survey to include 2021 Table “A” items 1-4, 6a, 7a, 7(b1), 8, 9, 11a, 13 and 15-18 of parcels in Section 12-T24N-R1W, Madison County, Tax ID #’s 590163800 & 590163787.

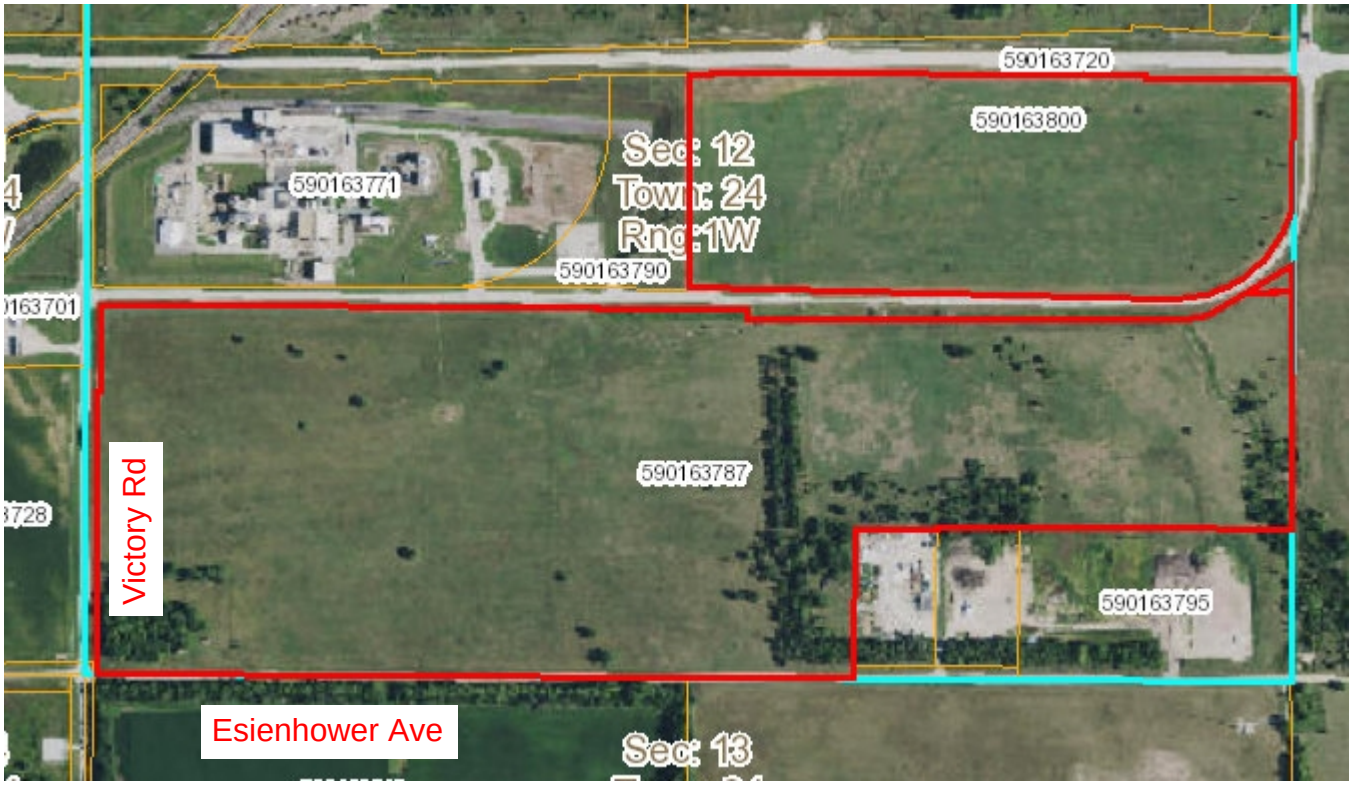


TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. X *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.*

2. X *Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.*

3. X *Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.*

4. X *Gross land area (and other areas if specified by the client).*

5. _____ *Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.*

6. X *(a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.*

_____ *(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.*

7. X *(a) Exterior dimensions of all buildings at ground level.*

(b) Square footage of:

X *(1) exterior footprint of all buildings at ground level.*

_____ *(2) other areas as specified by the client.*

_____ *(c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.*

8. X *Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).*

9. X *Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.*

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Striping of clearly identifiable parking spaces on surface parking areas and lots.

10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

_X_ (a) plans and/or reports provided by client (with reference as to the sources of information)

_____ (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.

13. _X_ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."

14. _____ As specified by the client, distance to the nearest intersecting street.

15. _X_ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

16. _X_ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17. _X_ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. _X_ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of $_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

20. _____ _____

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

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American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 30, 2020.

National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
http://www.nsps.us.com/

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American Land Title Association and
National Society of Professional Surveyors

7/18/2022

Enclosure 25
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U.S. Fish and Wildlife Service

National Wetlands Inventory

MCHEIRS LLC

March 15, 2022

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

ORDINANCE NO. 5796

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($225,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING TO PAY THE COST WATER IMPROVEMENTS IN WATER EXTENSION DISTRICT NO. 127, PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION VARIOUS PURPOSE BONDS OF THE CITY; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID NOTES WITHIN STATED PARAMETERS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council hereby find and determine that the City of Norfolk, Nebraska (the "City") has by ordinance created Water Extension District No. 127; that the City is authorized to construct improvements in said district (the "Project"); that for purposes of paying the costs of the Project the City is authorized to issue temporary financing pursuant to Section 19-2405, R.R.S. Neb. 2012, as amended; that the City has contracted for the Project; that the estimated cost for work and other related costs in said district and requiring financing as described above is not less than $179,550.00.

Section 2. The Mayor and Council further find and determine that it is therefore necessary and advisable that the City issue its notes pending permanent financing pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2012, as amended; that pursuant to Section 10-137, R.R.S. Neb. 2012, the City is authorized to issue notes for the purpose of providing temporary financing for the costs of the improvements in said district and payment of the cost of issuing the notes herein authorized; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bond anticipation notes in the aggregate amount of not to exceed $225,000 to pay such total estimated costs in said district do exist and have been done as required by law.

Section 3. For the purpose of providing interim financing for the purposes as set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City of Norfolk, there

shall be and there are hereby ordered issued notes of the City of Norfolk, Nebraska, to be known as General Obligation Bond Anticipation Notes, Series 2022 (the "Notes"), of the aggregate principal amount of not to exceed Two Hundred Twenty-Five Thousand Dollars ($225,000), with said notes to become due no later than three years from the date of original issue, provided, that the Notes shall mature on such dates and in such amounts and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor or the City Treasurer (each, an "Authorized Officer") on behalf of the City, which Designation may also determine or modify the principal amount or maturity date of the Notes, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

(a) the aggregate principal amount of the Notes shall not exceed $225,000 but may be reduced in principal amount;

(b) the true interest cost on the Notes shall not exceed 3.50%;

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

The Notes shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Notes shall be the date of delivery thereof. Interest on the Notes shall be payable semiannually on March 1 and September 1 of each year commencing March 1, 2023 (or such other date or dates as provided in the Designation, each of said dates an "Interest Payment Date"), and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding such Interest Payment Date (the "Record Date"), subject to the provisions of Section 5 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts for each of the Notes shall be designated by the City Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Notes prior to maturity or early redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Note, as of the

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

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

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

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

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

Section 7. Unless otherwise provided in the Designation, the Notes of this issue shall be subject to redemption, in whole or in part, prior to maturity at the option of the City at any time on or after the date that is one year from the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Notes to be redeemed in its sole discretion, but Notes shall be redeemed only in amounts of $5,000 or integral multiples thereof. Notes redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for new Notes evidencing the unredeemed principal thereof. Notice of redemption of any Note called for redemption shall be given at the direction of the City by the Paying Agent and Registrar by mail not less than thirty days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Note at such owner's registered address. Such notice shall designate the Note or Notes to be redeemed by number, the date of original issue

and the date fixed for redemption and shall state that such Note or Notes are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Note partially redeemed, such notice shall specify the portion of the principal amount of such Note to be redeemed. No defect in the mailing of notice for any Note shall affect the sufficiency of the proceedings of the City designating the Notes called for redemption or the effectiveness of such call for Notes for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Note for which defective notice has been given.

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

UNITED STATES OF AMERICA

STATE OF NEBRASKA
COUNTY OF MADISON

GENERAL OBLIGATION BOND ANTICIPATION NOTE
OF THE CITY OF NORFOLK, NEBRASKA
SERIES 2022

No.

Interest Rate	Maturity Date	Date of Original Issue	CUSIP No.

Registered Owner:

Principal Amount: Dollars

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

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

This note is one of an issue of fully registered notes of the total principal amount of $_____, of even date and like tenor herewith, except as to denomination, which were issued by the City for the purpose of providing interim financing to pay for the costs of constructing improvements in Water Extension District No. 127 and the costs of issuance of such notes, pending the issuance of General Obligation Various Purpose Bonds or other bonds of the City. The issuance of this note and the other notes of this issue has been lawfully authorized by an ordinance duly passed, approved and published by the Mayor and Council of the

City of Norfolk in strict compliance with Section 10-137, Reissue Revised Statutes of Nebraska, 2012, as amended.

The City hereby certifies and warrants that it has taken all actions necessary and appropriate for authorization of the construction of said improvements and agrees that the notes of this issue are special obligations of the City to be paid from the proceeds of bonds to be issued by the City, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other available funds. The City reserves the right to issue additional bond anticipation notes to pay additional costs of said improvements or other improvements or to pay or redeem the notes of this issue.

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

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

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

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

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

THE CITY OF NORFOLK, NEBRASKA

(SEAL)

By: (Sample - Do not sign)

ATTEST: Mayor

(Sample - Do not sign)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

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

(FORM OF ASSIGNMENT)

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

Dated: _____

_____

_____
Registered Owner(s)

Signature Guaranteed
By _____

_____
Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name(s) as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 9. Each of the Notes shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (including in blanket form and counterparts), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Note Participants and/or Beneficial Owners of the Notes and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of note

certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to Piper Sandler & Co. (the "Underwriter"), as initial purchaser thereof, upon receipt of not less than 99.30% of the principal amount thereof, plus accrued interest,

if any, to date of payment and delivery thereof. Said initial purchasers shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver a Note Purchase Agreement for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes at closing.

Section 10. The City Clerk is hereby directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Notes which shall be delivered to the purchaser of said Notes.

Section 11. The City hereby covenants and agrees to take all steps necessary for the completion of the improvements described in Section 1 hereof in such a manner that upon completion the City will be authorized to issue and sell its General Obligation Various Purpose Bonds or other bonds to pay the costs of said improvements and hereby covenants and agrees to issue and sell its General Obligation Various Purpose Bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other available funds. The City reserves the right to issue additional bond anticipation notes for the purpose of paying further costs of the improvements described in Section 1 for the purpose of paying costs of further public improvements of the City and further reserves the right to issue such notes for purposes of paying or refunding the Notes herein authorized at or prior to maturity.

Section 12. The proceeds of the Notes of this issue shall be used to pay for the Project (including payment for interest on the Notes) and to pay issuance expenses for the Notes. The officers of the City (or any one or more of them) are hereby authorized to take all actions deemed necessary in connection with the issuance of the Notes.

Section 13. The holders of the Notes of this issue shall be subrogated to all rights of the holders of any claims which are paid from the proceeds of said Notes.

Section 14. The City hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the

Notes, which would cause the Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Notes.

Section 15. Each of the Authorized Officers is hereby authorized to approve, on behalf of the City, an official statement (which may include preliminary and final), or offering circular (which may include preliminary and final), as applicable, relating to the Notes. Such official statement shall be delivered in accordance with applicable securities laws.

Section 16. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 17. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this ___ day of _____, 2022.

ATTEST:

_____ _____

Brianna Duerst, City Clerk Josh Moenning, Mayor

(SEAL)

Approved as to form: _____

Danielle Myers-Noelle, City Attorney

EXHIBIT “A”

POLICY AND PROCEDURES

[SEE ATTACHED]

Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds

ISSUER NAME: The City of Norfolk, in the State of Nebraska
COMPLIANCE OFFICER (BY TITLE): Finance Officer/Treasurer

POLICY

It is the policy of the Issuer identified above (the "Issuer") to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the "Compliance Officer"). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at http://www.irs.gov/taxexemptbond, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website ["EMMA"] at http://www.emma.msrb.org, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer's annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the "Bond Documents") shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

(a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the "Authorizing Proceedings"),

(b) the tax documentation associated with each bond issue, which may include some or all of the following (the "Tax Documents"):

(i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;

(ii) Form 8038 series filed with the Internal Revenue Service;

(iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;

(iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;

(v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and

(vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.

(c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and

(d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or

arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

City of Norfolk

Bond Anticipation Notes

Series 2022 (Water Dist 127)

Sources & Uses

Dated 08/23/2022 | Delivered 08/23/2022

Sources Of Funds	
Par Amount of Bonds	$195,000.00
Total Sources	**$195,000.00**

Uses Of Funds	
Deposit to Project Construction Fund	179,550.00
Capitalized Interest	12,293.00
Total Underwriter's Discount (0.700%)	1,365.00
Costs of Issuance	1,000.00
Rounding Amount	792.00
Total Uses	**$195,000.00**

Bruce Lefler, Managing Director
PIPER SANDLER

7/18/2022
Enclosure 26
Page 185 of 189

RESOLUTION NO. 2022-27

WHEREAS, due to the impending arrival of Ukrainian citizens who have been displaced from their homes due to the war in Ukraine, the City has received a request from Orphan Grain Train, Inc., the owner of private property located at 306 and 310 South 7th Street in Norfolk, which is in an I-1 zoning district, to place emergency temporary housing units on said property; and

WHEREAS, Norfolk City Code does not currently allow the placement of emergency temporary housing; and

WHEREAS, the placement of emergency temporary housing on said property violates several City Code sections addressing zoning and building requirements; and

WHEREAS, City of Norfolk staff is working on revisions to various City Code sections to allow for the placement of emergency temporary housing when merited; and

WHEREAS, the nature of the emergency situation with displaced Ukrainian citizens is such that immediate action should be taken to suspend certain applicable City Code requirements as they relate to the property located at 306 and 310 South 7th Street in Norfolk, for a limited amount of time, to allow Orphan Grain Train, Inc. to place emergency temporary housing on said 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 that the Mayor and City Council of the City of Norfolk, Nebraska, acknowledge that a need exists to allow the placement of emergency temporary housing in the City for displaced Ukrainian citizens.

BE IT FURTHER RESOLVED that the Mayor and City Council shall consider an Ordinance suspending certain applicable sections of City Code addressing zoning and building requirements, for a period of two (2) years, for the purpose of

allowing Orphan Grain Train, Inc. to place emergency temporary housing on its private property located at 306 and 310 South 7th Street in Norfolk.

PASSED AND APPROVED this _____ day of July, 2022.

ATTEST:

_____
Josh Moenning, Mayor

_____
Brianna Duerst, City Clerk

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

ORDINANCE NO. 5797

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO SUSPEND CERTAIN APPLICABLE SECTIONS OF NORFOLK CITY CODE ADDRESSING ZONING AND BUILDING REQUIREMENTS, FOR A LIMITED TIME, TO ALLOW FOR THE PLACEMENT OF EMERGENCY TEMPORARY HOUSING ON PRIVATE PROPERTY LOCATED AT 306 AND 310 SOUTH 7TH STREET IN NORFOLK; 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 the Mayor and Council of the City of Norfolk hereby suspend certain applicable sections of Norfolk City Code addressing zoning and building requirements for the purpose of allowing Orphan Grain Train, Inc. to place emergency temporary housing on property located at 306 and 310 South 7th Street in Norfolk and legally described as follows:

306 South 7th Street:	Lot 2, Block 1, Koenigsteins Fourth Addition to Norfolk, Madison County, Nebraska.
310 South 7th Street:	Lots 3 and 4, Block 1, Koenigsteins Fourth Addition to Norfolk, Madison County, Nebraska.

Section 2. For purposes of this Ordinance, "emergency temporary housing" shall include "emergency temporary housing", "emergency temporary housing units", "emergency temporary housing facilities" and/or "emergency temporary housing camp" and shall be defined as a facility or unit, or multiple facilities or units, designed and intended to be used as short term accommodation for individuals and/or families who are homeless or in crisis due to emergency

circumstances such as war, disease, or displacement related to natural weather disasters, and is composed of one or more lodging units, ordinarily designed for human living quarters on a temporary basis.

Section 3. This suspension of City Code requirements shall be specific to the property named herein and shall expire two (2) years from the passage of this Ordinance.

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

PASSED AND APPROVED this _____ day of July, 2022.

ATTEST:

_____ _____

Brianna Duerst, City Clerk Josh Moenning, Mayor

Approved as to form: _____

Daniella Myers-Noelle, City Attorney