

# Agenda Packet

## NORFOLK CITY COUNCIL MEETING

Monday, August 7, 2023  
5:30 p.m.

Created 8/3/2023 2:05 PM

**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, August 7, 2023, 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.



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Brianna Duerst  
City Clerk

Publish (August 02, 2023)  
1 P.O.P.



AGENDA  
NORFOLK CITY COUNCIL MEETING

August 07, 2023

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.<br>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. | <b>Motion</b> |
| 6. Approval of full agenda.  | <b>Motion</b> |

CONSENT AGENDA

- |  |               |
|--|---------------|
| 7. Consideration of approval of the minutes of the July 17, 2023 City Council meeting.   | <b>Motion</b> |
| 8. Consideration of approval of the minutes of the July 24, 2023 Budget Review Work Session meeting.                               | <b>Motion</b> |
| 9. July sales tax report (May sales)   | <b>Motion</b> |
| 10. Consideration of approval of the Parks and Recreation Board recommendations to include landscape designs and combining boards. | <b>Motion</b> |
| 11. Consideration of approval to advertise for request for proposals for ambulance billing services.                               | <b>Motion</b> |
| 12. Consideration of approval to advertise for bids for the Norfolk Levee Trail Connection of Norfolk Avenue project.              | <b>Motion</b> |

13. Consideration of Resolution No. 2023-37 authorizing submittal of the Blight and Substandard Determination Study for the Norfolk Downtown Area to the Planning Commission for review and recommendation. **Resolution 2023-37**
14. Consideration of Resolution No. 2023-38 authorizing submittal of the Blight and Substandard Determination Study for the Wyndham Hills Area to the Planning Commission for review and recommendation. **Resolution 2023-38**
15. Consideration of approval of permanent and temporary easements between Nediell Santos Exposito and Caren Santos and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 900 South 9th Street. **Motion**
16. Consideration of approval of permanent and temporary easements between LingFam, LLC and the City of Norfolk for Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street. **Motion**
17. Consideration of approval of an easement agreement between Friends of the Well and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1203 South 8th Street. **Motion**
18. Consideration of the Mayor's reappointments of Mark Albin, Chris Gray, David Hamm, Jay Putters, and Scott Williams to the Property Tax Compliance Review Board (LID Committee) for three-year terms ending August 2026. **Motion**
19. Consideration of approval of a testing services contract with Certified Testing Services, Inc. for the Asphalt Overlays 2023-1 project for an amount not to exceed \$3,000.00. **Motion**
20. Consideration of Resolution No. 2023-39 approving the final plat and subdivision agreement of Norfolk 140 Subdivision. **Resolution 2023-39**
21. Consideration of Resolution No. 2023-40 approving the final plat of Madison Villas 2nd Addition. **Resolution 2023-40**
22. Consideration of Resolution No. 2023-41 approving the final plat of Boyle's Addition. **Resolution 2023-41**
23. Consideration of approval of a Special Designated Liquor License for Jim's Fine Wine and More, to serve beer and wine at Sacred Heart Parish, 2300 W Madison Avenue on September 10, 2023 from 12:00 p.m. to 9:00 p.m. for a wine and beer garden. **Motion**
24. Consideration of approval of a Special Designated Liquor License requested by Ankle Deep Inc., DBA The Mint Bar, to serve beer, wine and distilled spirits in front of 304-308 W Northwestern Ave, for a street dance from 12:00 p.m. to 2:00 a.m. on September 9, 2023. **Motion**

25. Consideration of approval of an agreement with Ankle Deep, Inc., a Nebraska Corporation, d/b/a Mint Bar, to close a portion of Northwestern Avenue to host a street dance event which may include but is not limited to live music performances, the sale of alcohol, and food vendors on Saturday, September 9, 2023 from 10:00 a.m. to 2:00 a.m. on Sunday, September 10, 2023. **Motion**
26. Consideration of approval of an agreement with Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation (also known as Christ Lutheran School), to hold a cross country meet in Skyview Park on Saturday, September 9, 2023. **Motion**
27. Consideration of approval of an agreement with Ultraverse Supplements, LLC, a Kansas Limited Liability Company, allowing them to use the picnic shelter near the Cowboy Trail trailhead and surrounding area in the southwest corner of Ta-Ha-Zouka Park as a starting point for their "Cowboy 200" 200-mile race event that will begin at Ta-Ha-Zouka Park and continue onto the Cowboy Trail on Friday, September 15, 2023. **Motion**
28. Consideration of approval of an agreement with River Valley Pride, Inc., a Nebraska Nonprofit Corporation, d/b/a Norfolk Area Pride, to close the portion of North 5th Street between Braasch Avenue and Prospect Avenue, to host an event which may include but is not limited to having music, vendors, concessions, presentations, and inflatables on Saturday, September 9, 2023. **Motion**
29. Consideration of approval of an agreement with Alzheimer's Disease and Related Disorders Association, Inc., a Delaware Nonprofit Corporation, allowing the use of Skyview Park to hold a Walk to End Alzheimer's on Saturday, September 16, 2023. **Motion**
30. Consideration of approval of an agreement with Disc Gauntlet LLC, a Nebraska Limited Liability Company, to hold an "Elkhorn Open" disc golf tournament at Skyview Park on Saturday, August 12, 2023. **Motion**
31. Consideration of approval of an agreement with Flood Communications, L.L.C., a Nebraska Limited Liability Company, and Seven County Spirits, LLC, a Nebraska Limited Liability Company, to close a portion of West Norfolk Avenue from 2nd Street to 3rd Street, to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live performances, axe throwing, food truck vendors, and providing Wi-Fi services, on Saturday, August 12, 2023. **Motion**
32. Consideration of Resolution No. 2023-42 correcting technical errors in the legal description of the Big Red Keno Area contained in Resolution No. 2022-30 and the Big Red Keno Area Blight and Substandard Determination Study. **Resolution 2023-42**
33. Consideration of approval of all bills on file. **Motion**

PUBLIC HEARINGS AND RELATED ACTION

- 34. Public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG), Downtown Revitalization, in the amount of \$435,000 for commercial rehabilitation in the form of downtown façade improvements.
- 35. Consideration of Resolution No. 2023-43 approving a grant application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) in the amount of \$435,000 and authorizing the Mayor and/or City Staff to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Norfolk and the Nebraska Department of Economic Development so as to effect acceptance of the grant. **Resolution 2023-43**

REGULAR AGENDA

- 36. Consideration of Ordinance No. 5838 creating Paving District No. 521 providing for paving of South 43rd Street, Madison Avenue, Highway 275 eastbound right turn lane, and 40th Street all located in Norfolk 140 Subdivision. **Ordinance No. 5838**
- 37. Consideration of Ordinance No. 5839 creating Sanitary Sewer Extension District No. 255, which provides for the extension of a sanitary sewer main for Norfolk 140 Subdivision. **Ordinance No. 5839**
- 38. Consideration of Ordinance No. 5840 creating Water Extension District No. 128, which provides for the extension of a water main for Norfolk 140 Subdivision. **Ordinance No. 5840**
- 39. Consideration of approval of engineering services contract with Schemmer Associates Inc. for the Norfolk 140 Development Districts project for an amount not to exceed \$225,340.00. **Motion**
- 40. Consideration of approval of a contract with A & R Construction Co. for East Benjamin Avenue Trail Continuation project for an amount of \$29,999.26. **Motion**
- 41. Consideration of approval to award a contract to IES Commercial, Inc. of Holdrege, Nebraska for the Johnson's Park Improvement Project Bid Package 4 (park and trail lighting and electrical) project for an amount of \$656,710.82. **Motion**
- 42. Consideration of approval of Change Order No. 2 with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project resulting in a net decrease of \$16,938.00. **Motion**
- 43. Consideration of approval of Change Order No.1 with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project resulting in a net increase of \$54,838.08. **Motion**

- 44. Consideration of approval of Change Order No. 2 with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net increase of \$29,795.00. **Motion**
- 45. Consideration of Resolution No. 2023-44 approving a sidewalk waiver requested by Gretchen M Sandall for property located at 1809 Koenigstein Ave. **Resolution 2023-44**
- 46. Recommendation of the Airport Authority budget. **Motion**

STAFF MEMORANDUM  
NORFOLK CITY COUNCIL MEETING  
August 07, 2023

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 17, 2023 City Council meeting. **Motion**  
  
See Enclosure 7.
8. Consideration of approval of the minutes of the July 24, 2023 Budget Review Work Session meeting. **Motion**  
  
See Enclosure 8.
9. July sales tax report (May sales) **Motion**



July sales tax receipts (May sales) are \$1,029,422.05. The City's sales tax receipts are up \$44,382.50 or 4.51% from last July. Motor vehicle sales tax was up \$9,429.94, while consumers use tax was up \$3,299.59. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$528,701.29 or 5.77% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 9.

10. Consideration of approval of the Parks and Recreation Board recommendations to include landscape designs and combining boards. **Motion**

The items approved for recommendation include the full agenda, approval of the landscape design for the 1st and Braasch roundabout, and approval to recommend the parks and recreation board to serve as the trail advisory board.

See Enclosure 10.

11. Consideration of approval to advertise for request for proposals for ambulance billing services. **Motion**

12. Consideration of approval to advertise for bids for the Norfolk Levee Trail Connection of Norfolk Avenue project. **Motion**

The plans, specifications, and engineer's estimate for this project are filed in the City offices. Plans were prepared by JEO Consulting Group, Inc. for the south sidewalk/trail extension on East Norfolk Avenue from Chestnut east to the flood control levee. A bid letting is tentatively scheduled for this summer with Council approval of the lowest responsive and responsible bidder following.

13. Consideration of Resolution No. 2023-37 authorizing submittal of the Blight and Substandard Determination Study for the Norfolk Downtown Area to the Planning Commission for review and recommendation. **Resolution 2023-37**

See Enclosure 13.

14. Consideration of Resolution No. 2023-38 authorizing submittal of the Blight and Substandard Determination Study for the Wyndham Hills Area to the Planning Commission for review and recommendation. **Resolution 2023-38**

See Enclosure 14.

15. Consideration of approval of permanent and temporary easements between Nediel Santos Exposito and Caren Santos and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 900 South 9th Street. **Motion**

The permanent easement is for sidewalk construction, grading, and utility installation and the temporary easement allows for additional space to install sidewalks and driveway approaches along 900 South 9th Street. Staff recommend acceptance of these easements.

See Enclosure 15.

16. Consideration of approval of permanent and temporary easements between LingFam, LLC and the City of Norfolk for Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street. **Motion**

The permanent easement is for sidewalk construction, grading, and utility installation and the temporary easement allows for additional space to install sidewalks and driveway approaches along 1001 South 13th Street. Staff recommend acceptance of these easements.

See Enclosure 16.

17. Consideration of approval of an easement agreement between Friends of the Well and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1203 South 8th Street. **Motion**

This temporary easement located along 1203 South 8th Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 17.

18. Consideration of the Mayor's reappointments of Mark Albin, Chris Gray, David Hamm, Jay Putters, and Scott Williams to the Property Tax Compliance Review Board (LID Committee) for three-year terms ending August 2026. **Motion**

19. Consideration of approval of a testing services contract with Certified Testing Services, Inc. for the Asphalt Overlays 2023-1 project for an amount not to exceed \$3,000.00. **Motion**

This contract includes concrete testing services for the concrete repair for the Asphalt Overlay 2023-1 project. The locations include Madison Avenue from 1st Street to 7th Street, East Monroe Avenue from 4th Street East approximately 4100', and North Victory Road from Benjamin Avenue north approximately 2678'. This is a budgeted project expense. Staff recommend approval.

See Enclosure 19.

20. Consideration of Resolution No. 2023-39 approving the final plat and subdivision agreement of Norfolk 140 Subdivision. **Resolution 2023-39**
- See Enclosure 20.
21. Consideration of Resolution No. 2023-40 approving the final plat of Madison Villas 2nd Addition. **Resolution 2023-40**
- See Enclosure 21.
22. Consideration of Resolution No. 2023-41 approving the final plat of Boyle's Addition. **Resolution 2023-41**
- See Enclosure 22.
23. Consideration of approval of a Special Designated Liquor License for Jim's Fine Wine and More, to serve beer and wine at Sacred Heart Parish, 2300 W Madison Avenue on September 10, 2023 from 12:00 p.m. to 9:00 p.m. for a wine and beer garden. **Motion**
- See Enclosure 23.
24. Consideration of approval of a Special Designated Liquor License requested by Ankle Deep Inc., DBA The Mint Bar, to serve beer, wine and distilled spirits in front of 304-308 W Northwestern Ave, for a street dance from 12:00 p.m. to 2:00 a.m. on September 9, 2023. **Motion**
- See Enclosure 24.
25. Consideration of approval of an agreement with Ankle Deep, Inc., a Nebraska Corporation, d/b/a Mint Bar, to close a portion of Northwestern Avenue to host a street dance event which may include but is not limited to live music performances, the sale of alcohol, and food vendors on Saturday, September 9, 2023 from 10:00 a.m. to 2:00 a.m. on Sunday, September 10, 2023. **Motion**
- See Enclosure 25.
26. Consideration of approval of an agreement with Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation (also known as Christ Lutheran School), to hold a cross country meet in Skyview Park on Saturday, September 9, 2023. **Motion**
- See Enclosure 26.

27. Consideration of approval of an agreement with Ultraverse Supplements, LLC, a Kansas Limited Liability Company, allowing them to use the picnic shelter near the Cowboy Trail trailhead and surrounding area in the southwest corner of Ta-Ha-Zouka Park as a starting point for their "Cowboy 200" 200-mile race event that will begin at Ta-Ha-Zouka Park and continue onto the Cowboy Trail on Friday, September 15, 2023. **Motion**

See Enclosure 27.

28. Consideration of approval of an agreement with River Valley Pride, Inc., a Nebraska Nonprofit Corporation, d/b/a Norfolk Area Pride, to close the portion of North 5th Street between Braasch Avenue and Prospect Avenue, to host an event which may include but is not limited to having music, vendors, concessions, presentations, and inflatables on Saturday, September 9, 2023. **Motion**

See Enclosure 28.

29. Consideration of approval of an agreement with Alzheimer's Disease and Related Disorders Association, Inc., a Delaware Nonprofit Corporation, allowing the use of Skyview Park to hold a Walk to End Alzheimer's on Saturday, September 16, 2023. **Motion**

See Enclosure 29.

30. Consideration of approval of an agreement with Disc Gauntlet LLC, a Nebraska Limited Liability Company, to hold an "Elkhorn Open" disc golf tournament at Skyview Park on Saturday, August 12, 2023. **Motion**

This agreement was approved at the June 20, 2023 City Council meeting. After the agreement was approved, the event applicant requested the event site be moved from Ta-Ha-Zouka Park to Skyview Park. The location is the only item that was amended from the original agreement.

See Enclosure 30.

31. Consideration of approval of an agreement with Flood Communications, L.L.C., a Nebraska Limited Liability Company, and Seven County Spirits, LLC, a Nebraska Limited Liability Company, to close a portion of West Norfolk Avenue from 2nd Street to 3rd Street, to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live performances, axe throwing, food truck vendors, and providing Wi-Fi services, on Saturday, August 12, 2023. **Motion**

An agreement for the August 12, 2023 Mimosa Fest was previously approved at the July 17, 2023 City Council. After the agreement was approved, the City received information that the party to the Agreement had been changed from “District TT Hospitality LLC” to “Seven County Spirits LLC”. This agreement supersedes the agreement approved at the July 17, 2023 Council meeting. It changes the party to the agreement and adjusts the insurance requirements of the parties per the information received by the City.

See Enclosure 31.

32. Consideration of Resolution No. 2023-42 correcting technical errors in the legal description of the Big Red Keno Area contained in Resolution No. 2022-30 and the Big Red Keno Area Blight and Substandard Determination Study. **Resolution 2023-42**

When Engineering was entering the Big Red Keno Area into the City's geographic information system, it was discovered the legal description contained in Resolution No. 2022-30 declaring the Area blighted and substandard mistakenly contained two references to 'west' that should have been 'east', two references to 'east' that should have been 'west', and five spelling errors. These same errors were contained in the legal description in the Big Red Keno Area Blight and Substandard Determination Study. Resolution No. 2023-42 corrects the legal descriptions in both Resolution No. 2022-30 and the Blight and Substandard Determination Study. The corrected Blight and Substandard Determination Study is included in the agenda packet along with a redline of the legal description showing the correction of these errors.

These errors were technical in nature, and the maps and other information contained in the Study, and included as part of the notices for the public hearing approving Resolution No. 2022-30, correctly identified the Area; so these errors did not mislead or deprive the public of the opportunity to attend the public hearing and be heard on the matter.

See Enclosure 32.

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

#### PUBLIC HEARINGS AND RELATED ACTION

34. Public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG), Downtown Revitalization, in the amount of \$435,000 for commercial rehabilitation in the form of downtown façade improvements.

The City of Norfolk is requesting \$435,000 of Community Development Block Grant (CDBG) funds of which \$310,000 will be used for commercial rehabilitation in the form of downtown façade improvements. The need for façade improvements was identified through a 2022 and 2023 Norfolk Downtown Business survey.

\$90,000 will be used for the sidewalk improvements of three mid-block crossings on Norfolk Avenue to provide street-to-sidewalk accessibility between Second and Third Street, Third and Fourth Street, and Fourth and Fifth Street. The project will include the removal and replacement of 186 square yards of pavement, the incorporation of 364 linear feet of polyuria pavement marking and the installation of detectable warning panels.

The need for the proposed project was determined through an engineering survey of the area. \$10,000 will be used for construction management, and \$25,000 will be used for general administration of the grant. The downtown façade improvements program will provide a 1:1 match of \$310,000, and the City of Norfolk will provide \$22,500 for the sidewalk improvements. The estimated total costs is \$767,500. The proposed project will meet the national objective of minimizing a designated blighted and substandard area and LMC through removal of architectural barriers. No persons will be displaced as a result of CDBG activities.

35. Consideration of Resolution No. 2023-43 approving a grant application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) in the amount of \$435,000 and authorizing the Mayor and/or City Staff to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Norfolk and the Nebraska Department of Economic Development so as to effect acceptance of the grant.

**Resolution 2023-43**

See Enclosure 35.

**REGULAR AGENDA**

36. Consideration of Ordinance No. 5838 creating Paving District No. 521 providing for paving of South 43rd Street, Madison Avenue, Highway 275 eastbound right turn lane, and 40th Street all located in Norfolk 140 Subdivision.

**Ordinance No. 5838**

The property owner/developer requests creation of a paving district in Norfolk 140 Subdivision, Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska, which includes paving of South 43rd Street, from existing paving on West Norfolk Avenue (Highway 275) south approximately 750 feet; Madison Avenue from South 43rd Street east 1330 feet to South 40th Street; 40th Street from Madison Avenue in Norfolk 140

Subdivision north 225 feet to the easterly extension of Madison Avenue in Fountain Point Addition; Right turn lane to 43rd Street on the east bound lanes of Highway 275; and Realignment of 320 feet of a private drive to meet Nebraska Department of Transportation access restriction requirements. Staff recommends approval.

See Enclosure 36.

37. Consideration of Ordinance No. 5839 creating Sanitary Sewer Extension District No. 255, which provides for the extension of a sanitary sewer main for Norfolk 140 Subdivision. **Ordinance No. 5839**

This ordinance provides for construction of a 10-inch PVC sanitary sewer main along with necessary appurtenances extending south along 40th Street approximately 255 feet; a 10-inch PVC sanitary sewer main along with necessary appurtenances extending west at the intersection of 40th Street and Madison Avenue approximately 1400 feet to 43rd Street; and a 10-inch PVC sanitary sewer main along with necessary appurtenances extending north on 43rd Street approximately 375 feet, all located in Section 30, Township 24 North, Range 1 West, in the City of Norfolk, Madison County, Nebraska. The property owner/developer requests creation of this sanitary sewer district. Staff recommend approval.

See Enclosure 37.

38. Consideration of Ordinance No. 5840 creating Water Extension District No. 128, which provides for the extension of a water main for Norfolk 140 Subdivision. **Ordinance No. 5840**

This ordinance provides for construction of a 10-inch DIP water main together with necessary appurtenances will be extended west along Madison Avenue approximately 1,400 feet from 40th Street to 43rd Street; and a 10-inch DIP water main together with necessary appurtenances will be extended north along 43rd Street approximately 840 feet to Highway 275; all located in Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska. The property owner/developer requests creation of this water district. Staff recommend approval.

See Enclosure 38.

39. Consideration of approval of engineering services contract with Schemmer Associates Inc. for the Norfolk 140 Development Districts project for an amount not to exceed \$225,340.00. **Motion**

This contract provides for topographic surveying and engineering design services to provide final construction plans for the Paving District, Sewer Extension District and Water Extension District in connection with the Norfolk 140 Development Norfolk, Nebraska. The project includes grading, pavement subgrade preparation, construction of pavement, storm sewer, sanitary sewer, and water main. The contract services include project administration, wetlands delineation, civil engineering, construction staking, and construction administration. Staff recommend approval for an engineering services contract with Schemmer Associates Inc. for an amount not to exceed \$225,340.00. Engineering costs are assessed to the districts.

See Enclosure 39.

40. Consideration of approval of a contract with A & R Construction Co. for East Benjamin Avenue Trail Continuation project for an amount of \$29,999.26. **Motion**

This project is for the eastern most section of the trail at Hwy 35. This was originally part of a larger trail project, the East Benjamin Avenue Trail Project that which was awarded to Steve Harris Construction on June 6th, 2022 for \$687,113.16. Steve Harris Construction completed the trail work up to the Hwy 35 ROW line in September, 2022 but they were unable to continue because the NDOT ROW permit was still pending and had not been approved yet. The permit was then approved after the contractor had moved their equipment off the jobsite. On November 7th, 2022 the City of Norfolk approved a change order to remove \$20,764 in remaining quantity of trail work out of Steve Harris' contract. The City of Norfolk requested quotes from three companies for completion of the East Benjamin Avenue Trail project. Two quotes were received with A & R Construction submitting a quote for \$29,999.26, Elkhorn Paving who's quote was \$37,324.40, and BX Civil did not wish to provide a quote. Higher costs are due to increase in concrete prices and mobilization. Staff recommend approval.

See Enclosure 40.

41. Consideration of approval to award a contract to IES Commercial, Inc. of Holdrege, Nebraska for the Johnson's Park Improvement Project Bid Package 4 (park and trail lighting and electrical) project for an amount of \$656,710.82. **Motion**

On July 27, 2023 one bid was received. Staff was in contact with multiple potential prime bidders during the time the project was advertised for bids. Ultimately only one bid was received from IES. IES is also the current subcontractor to United Contractors on the 1st Street project, so integrating this bid package will be a seamless process. Staff recommend approval of a contract with IES Commercial, Inc. for the Johnson's Park Improvement Project Bid



Package 4 (park and trail lighting and electrical) project in an amount of \$656,710.82. Estimate for this work was \$690,489.00.

This bid package is one of five bid packages included in the current budget approved for the Johnson Park Improvement project. This bid package is for the electrical systems within the park including the park and trail lighting.

See Enclosure 41.

42. Consideration of approval of Change Order No. 2 with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project resulting in a net decrease of \$16,938.00. **Motion**

On March 7, 2022, the Mayor and City Council awarded a \$13,175,170.00 contract with BX Civil and Construction for the Benjamin Avenue, 13th Street to 1st Street project. On November 7, 2022 Mayor and City Council approved Change Order No. 1 providing for reductions to bid items 35, 42, and 78 which were modified by bid alternate #1; increases in bid items 122 and 123 based on the final signal footing design (bid item 121); increases bid item 142 for a street light pole missing from quantities; and add pay item 155 to relocate a curb stop, resulting in a new contract amount of \$13,162,612.49. Change Order No. 2 provides for the addition of items 156 thru 161; the elimination of items 34, 77, 152, Alternate 26, and Alternate 27; and a decrease in item #151, resulting in a new contract amount of \$13,145,674.49. This change order was discussed at the July 20th Infrastructure subcommittee meeting. Staff recommend approval of Change Order No. 2 with BX Civil and Construction.

See Enclosure 42.

43. Consideration of approval of Change Order No.1 with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project resulting in a net increase of \$54,838.08. **Motion**

On January 17, 2023 Mayor and City Council approved a \$2,928,366.53 contract with A & R Construction for the West Michigan Avenue and 8th Street Reconstruction project. Change Order No. 1 provides for the addition of 8" pavement with integrated 6" curb for approaches adjacent to Highway 81 at Michigan Avenue and Highway 275 at 9th Street and geotextile fabric for grade stability resulting in a new contract amount of \$2,983,204.61. Staff recommend approval.

See Enclosure 43.

44. Consideration of approval of Change Order No. 2 with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net increase of \$29,795.00. **Motion**

On February 6, 2023 the Mayor and City Council approved a \$630,859.90 contract with Elkhorn Paving Construction Co., Inc. for Concrete Improvements FY 2022-2023 project. On May 1, 2023 Mayor and Council approved Change Order No. 1 for concrete panel repairs on 1st Street between Nebraska Avenue and Benjamin Avenue for a new contract amount of \$1,229,478.90. Change Order No 2 provides for replacement of the box culvert lid (which is also the driving surface) at 1st Street and Elm Avenue resulting in a new contract amount of \$1,259,273.90. Staff presented a change order request to the Infrastructure Subcommittee on July 20th prior to commencing with reconstruction of the box top. Subcommittee approved moving forward with repairs. Staff recommend approval of Change Order No. 2 with Elkhorn Paving Construction Co., Inc. for \$29,795.00.

See Enclosure 44.

45. Consideration of Resolution No. 2023-44 approving a sidewalk waiver requested by Gretchen M Sandall for property located at 1809 Koenigstein Ave.

**Resolution 2023-44**

See Enclosure 45.

46. Recommendation of the Airport Authority budget.

**Motion**

At the July 24, 2023 budget review session, the Council reviewed the Airport budget. The Council asked the Airport to provide more information before the Council provides a recommendation on the budget. The Airport revised its budget and the revised budget is included in the agenda packet. Also included in the agenda packet is information on fuel sales and a 5 year cash flow from rents, operations, FBO, and capital projects.

Changes from the budget that was presented at the budget review session include:

- Proceeds of bonds of \$6,176,250 was added to the budget
- New building/hanger & bond fees of \$1,800,000 was added to the budget
- Salaries, wages, & benefits increased \$10,396 due to adding benefits starting August 1, 2023, which was partially offset by reducing the COLA from 5% to 4%
- Airfield lights and signs decreased \$6,525

See Enclosure 46.

**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 17th day of July, 2023, 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, Justin Webb, Andrew McCarthy, Thad Murren, Shane Clausen and Kory Hildebrand. Absent: Justin Snorton.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noells, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Water and Sewer Director Chad Roberts, Communications Manager Nick Stevenson, Assistant City Engineer Anna Allen, Economic Development Director Candice Alder, Parks and Recreation Director Nathan Powell, City Planner Val Grimes, 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 Murren moved, seconded by Councilmember Hildebrand to approve the consent agenda as printed.

Councilmember McCarthy declared a conflict of interest and abstained from the vote.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Abstaining: McCarthy.

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

**Consent Agenda Items Approved**

Minutes of the July 3, 2023, City Council meeting

Keno comparison report for June 2023

Bill Jepsen request to discharge fireworks at Ta-Ha-Zouka Park on Sunday, September 17, 2023, for the Handcuffs and Hoses charity softball game

Conover Properties, LLC, temporary sidewalk café within City's right of way located at 120 S 3rd Street

Resolution No. 2023-31 extending the City's LARM (League Association of Risk Management) participation up to September 30, 2026 and including a requirement of at least 180-days notice of intent of termination

Addition To Premise of an outdoor area, approximately 23 x 110, for the Class C liquor license of Seven County Spirits, LLC, dba District Event Center, 218 West Norfolk Avenue, making the new description as, "One story building approximately 276 x 120 with outdoor area approximately 23 x 100"

Resolution No. 2023-32 releasing the Westerly 5', except the Southerly 10' thereof, utility easements, on Lot One, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Wards Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21

Resolution No. 2023-33 releasing the 10' utility easement (5' on each side of the common lot line) between Lots 16 and 17, Block 2, less the east 10' thereof of Nor Park Subdivision, City of Norfolk, Madison County, Nebraska, being part of the East ½ of Section 26, T24N, R1W of the 6th P.M., Madison County, Nebraska

Resolution No. 2023-34 releasing the Southerly 5' of Lot 12 and the Northerly 5' of Lot 13, except the east and west 10' thereof, utility easements, in Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska AND 5' on each side of the following described line: Beginning at the Northwest corner of Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska; thence S 87°48'10"W, on the extension of the North line of said Lot 13, a distance of 107.08 feet to the point of ending, said point being on the West lien of Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska

Steven T. and Amy J. Brockhaus easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 824 Wood Street

Blackman Boys Enterprises, LLC easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 1224 W Michigan Avenue

Najado Rentals, LLC easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 823 Glenn Street

Special Designated Liquor License requested by American Legion Post 267, to serve beer, wine and distilled spirits at the DeVent Center, 4300 W Norfolk Ave, from 4:00 p.m. to 1:00 a.m. for a wedding on August 5, 2023

Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, agreement allowing the use of Memorial Field in Veterans Memorial Park for football games, scrimmages, and practices from the date of this agreement to June 30, 2024

Flood Communications, L.L.C., a Nebraska Limited Liability Company, and District TT Hospitality LLC, a Nebraska Limited Liability Company, agreement to close a portion of W Norfolk Avenue to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live performances, axe throwing, food truck vendors, and providing Wi-Fi services, on Saturday, August 12, 2023

Young Life, a Texas Nonprofit Corporation, agreement allowing the use of Central Park for a Water War event on Tuesday, August 22, 2023, including but not limited to various water games for Junior High students

Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of Norfolk Pedal Park for a Big Wheel race on Saturday, August 19, 2023

Resolution No. 2023-35 approving the Third Amended Interlocal Solid Waste Management Agreement and authorizing the Mayor to sign the agreement on behalf of the City of Norfolk

Bernard Wrede, Trustee of the Bernard and Carol Wrede Living Trust, request to remove property located in Section 36, Township 24, Range 1, Madison County from the county industrial tract designation.

Bills in the amount of \$4,899,232.25

### **Public Hearings and Related Items**

#### Public Hearing

(Eldorado Hills Golf Club, Class C Liquor License Application)  
(and manager application of Susan Fuchtman)

A public hearing was held to consider a Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, 1227 Eldorado Road, and the manager application of Susan Fuchtman. City Clerk Brianna Duerst provided information to the Mayor and City Council. Eldorado Hills Golf Club, 1227 Eldorado Road, has applied for a Class C Liquor License. This is a replacement license as the location is currently licensed, but the new license will be issued to a different entity, which requires a new application/process. Following the public hearing, Council will need to make a

recommendation, by resolution, to the Nebraska Liquor Control Commission, who ultimately decides on issuance of the license.

Tim Brogan, representing the applicant, spoke in favor of the request.

Councilmember Arens noted a clerical error on the application and resolution and confirmed Mrs. Fuchtman's middle initial is D, not O.

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

Resolution No. 2023-36  
(Eldorado Hills Golf Club, Class C liquor license application)  
(and manager application of Susan Fuchtman)

Councilmember Arens moved, seconded by Councilmember Clausen, for adoption of Resolution No. 2023-36 approving the Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, and the manager application of Susan D. Fuchtman.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Resolution No. 2023-36 was adopted.

**Regular Agenda Items**

Maintenance Agreement No. 19  
(2023 agreement with Nebraska Department of Transportation)

Councilmember Hildebrand moved, seconded by Councilmember Granquist, for consideration of the revised Maintenance Agreement No. 19 with the Nebraska Department of Transportation for calendar year 2023, and authorization for the Mayor to execute Certificate of Compliance at the end of 2023.

Public Works Director Steven Rames provided information to elected officials. Maintenance Agreement No. 19 authorizes City maintenance of the State highway system within city limits. The City is responsible for the day-to-day maintenance, including snow removal. The State reimburses the City for these services at a standard rate according to the number of lane miles within city limits. The number of lane miles is 53.48 miles at \$2,100.00 per lane mile for a total of \$112,308.00. The Certificate of Compliance will be received at the end of 2023, after the City has provided the required maintenance. For 2022 maintenance, City staff discussed revising this agreement with the State. However, the revised agreement for 2022 wasn't officially approved. The approved 2023 agreement attached to the December 19, 2022 agenda, was a renewal agreement instead of the revised agreement. The State has since revised the 2023 agreement accordingly.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Motion approved.

Custom Ice, Inc. Contract  
(construction of ice rink at Johnson Park)

Councilmember Hildebrand moved, seconded by Councilmember MCarthy, for approval to award a contract to Custom Ice, Inc. for the construction of an ice rink at Johnson Park for an amount of \$284,303.00.

Parks and Recreation Director Nathan Powell provided information to elected officials. Powell noted staff has been struggling to find a general contractor, but are meeting with a potential on July 18, and asked that elected officials table consideration of the contract. Powell said that when the Johnson Park project was originally bid, the lone bid received was considerably over budget and we are now bidding the project in phases to reduce costs. This is not an addition to the overall budget, but is being split out to find a specialty contractor that can do this type of project.

Councilmember Arens moved, seconded by Councilmember Murren, to table consideration of approval to award a contract to Custom Ice, Inc. for the construction of an ice rink at Johnson Park.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Motion to table was approved.

There being no further business, the Mayor declared the meeting adjourned at 6:05 p.m.

\_\_\_\_\_  
Josh Moenning  
Mayor

ATTEST:

\_\_\_\_\_  
Brianna Duerst  
City Clerk

( S E A L )

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, July 17, 2023, 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.

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Brianna Duerst  
City Clerk

( S E A L )



WORK SESSION  
BUDGET REVIEW

The Mayor and City Council of the City of Norfolk, Nebraska, held a budget review work session in Meeting Rooms A, B and C at the Norfolk Public Library, 308 W Prospect Ave, Norfolk, Nebraska, on Monday, July 24, 2023, beginning at 8:30 a.m. to review the proposed Fiscal Year 2023-2024 budgets.

Mayor Moenning called the meeting to order.

Roll call found the following present: Mayor Josh Moenning and Councilmembers Frank Arens, Shane Clausen, Corey Granquist, Kory Hildebrand, Andrew McCarthy, Thad Murren, Justin Snorton and Justin Webb. Absent: None.

Staff members present were City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Senior Accountant Sheila Rios, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Information Systems Manager Brad Andersen, Information Network Security Analyst Dwight Brabec, Assistant City Engineer Anna Allen, Streets Manager Will Elwell, Street Shop Supervisor Matt Ernesti, Communications Manager Nick Stevenson, Park and Recreation Director Nathan Powell, Housing Director Gary Bretschneider, Planning and Development Director Val Grimes, Library Director Jessica Chamberlain, Fire Chief Tim Wragge, Assistant Fire Chief Trevor O'Brien, Region 11 Emergency Manager Bobbi Risor, Police Chief Don Miller, Water and Sewer Director Chad Roberts, Wastewater Superintendent Rob Huntley, Solid Waste Supervisor Rob Mercer, Administrative Assistant Kylee Soderberg, and Economic Development Director Candice Alder.

Also present were representatives of the Norfolk Airport Authority, Senior Citizens Center, Vehicle Parking District, Jonathan Humphries with Norfolk Daily News and a few citizens.

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 posted in the meeting room and accessible to members of the public.

City Administrator Andy Colvin provided an overview of the Fiscal Year 2023-2024 budget. The City's budget runs from October 1st to September 30th of each year. The required hearings are held in September as the budget needs to be submitted to the State of Nebraska prior to October 1st. Today is an opportunity to go through each budget, ask questions, discuss priorities and, if necessary, adjust. Staff then takes the feedback and makes the recommended changes to bring the final budget back in September for final approval in accordance with Nebraska Law. Key highlights of the FY 2023-2024 budget:

- The FY2023-2024 total City-wide budget increases 12.36%, or \$14.6 million, primarily due to debt issuance. Debt proceeds include:
  - \$5 million for street improvements

- \$6.1 million for Water improvements including a 2-million-gallon water storage tank at the west plant and a new collector well
- \$3.2 million increase debt issuance in the Sewer Fund primarily for WPC grit removal building and plant upgrades.
- The proposed budget includes a one cent levy reduction (.304 to .294). The Madison County Assessor is estimating a 6% increase in assessed valuation, which would result in a \$395,807 increase in property tax allocation to the City. A one cent levy decrease reduces the property tax allocation by \$229,786, netting to a \$166,021 increase in property tax.
- City Sales tax increases are budgeted at \$514,258 or 4.64%. Sales tax is budgeted at actual sales tax receipts from June 2022 to May 2023. This is approximately keeping up with inflation. Actual year-to-date sales tax is \$687,592 or 7.63% more than the same period last year.
- NPPD lease revenue is budgeted to increase \$65,585, or 1.4%, due to increased usage.
- The budget includes a 5% cost-of-living adjustment for City employees.
- Total General Fund expenditures increase 2.93%.
- The budget includes a \$5 million bond issue for street projects utilizing existing revenue sources with no tax increase proposed. To fund the \$450,000 annual debt service on the bond issue, there is an annual transfer of \$200,000 of Council Priority dollars to CHAF, and the transfer from CHAF to the General Fund is reduced \$250,000.
- The budget makes progress toward restoring the 16% fund balance, as recommended by the Government Finance Officers Association. Fund balance is budgeted to increase by \$554,490, which brings the City to 13.3% at the end of FY2024.
- Water rates and industrial sewer rates increase 6%. Residential and commercial sewer rates increase 8%. There is no increase in stormwater rates or transfer station tipping fees.

Key changes to individual budgets in comparison to last year:

- Administration: Added a Human Resources Director and removed both the Assistant City Administrator and Management Analyst positions. North Fork Area Transit (NFAT) allocation of \$100,000. NFAT's request was \$120,500. Prior to any funds being given to NFAT, a new agreement would need to be drafted and approved by City Council.
- Engineering: Removed a part-time employee, which has never been filled.
- Fire: The base budget was reduced, and capital expenditures were moved to ARPA for an ADA restroom in the front office and locker room upgrades. New kitchen cabinets stayed in the general fund capital budget.
- Police: Chief Miller proposed the addition of new CSO positions to help alleviate workload for sworn officers. The overall personnel budget was not reduced due to overtime costs.
- Parks: Capital expenditures in the general fund were reduced and some projects are being funded with keno instead of general revenues.
- Sewer Fund: The proposed Omaha Avenue lift station is included in the budget. Part will be for 2023-2024 with the rest in 2024-2025. A sewer rate increase is proposed over a three-year period. About 5% each year for the lift station over and above the regular increase. The 2023-2024 budget includes an 8% residential and commercial sewer increase and a 6% industrial in total, including the 5% additional for the proposed lift station.

### General Fund Revenues

Senior Accountant Sheila Rios provided information to elected officials. Beginning fund balance is \$8,102,990. Property taxes include a .01 levy decrease going from 0.304303 last year to 0.294303 this year. Preliminary information from the County Assessor shows a 6% increase in valuations. The increase in valuations combined with the levy decrease results in a \$166,021, or 2.97% increase in property tax. Sales tax increases \$514,258, or 4.64% and is based on actual sales tax receipts from June 2022 to May 2023. NPPD lease revenues increase \$65,585, or 1.41% due to increased usage. Total revenue is \$28.6 million, which is a 3.01% increase from the prior year. Staff is requesting a Level III budget.

Councilmember Murren moved, seconded by Councilmember Hildebrand to approve the General Fund Level III budget as presented. All Ayes. Nays: None. Absent: None. Motion carried.

### ARPA Budget

Kay Francavilla, 1006 Verges. On behalf of Senior Citizens Center, thanked elected officials and staff for adding funding toward a much needed new HVAC system for the Senior Citizens Center into the budget and said she hopes this is the beginning of a relationship with the City.

Margo Chenowith-Pospisil said she was pleased to hear the City is designating funds for the Senior Center and noted Norfolk's senior citizens contributions to the community.

Senior Accountant Sheila Rios reviewed the ARPA fund budget. Expenditures include Park Master Plan, \$14,062; Downtown Master Plan, \$46,490; Senior Center, \$80,000; Land Bank, \$50,000; Grit Removal, \$1,035,000; Administration Building Security and ADA accessibility upgrades, \$100,000; pool heater for Aquaventure, \$180,000; Fire Station restroom remodel, \$89,000; network battery backup replacement, \$50,000; Johnson Park Improvements, \$354,508; and Street Improvements, which projects have not been identified, \$419,435.

McCarthy moved, seconded by Councilmember Murren to approve the ARPA budget as presented. All Ayes. Nays: None. Motion approved (8-0).

### Administration

City Clerk Brianna Duerst presented the Administration budget. Staff is requesting a Level III budget. This budget includes the elimination of the Assistant City Administrator/Public Safety Director and Management Analyst positions, and addition of a Human Resources Director.

Discussion on the 5% cost of living adjustment (COLA) across all budgets. Colvin said, when looking at cost of living adjustment, we try to keep up with inflation. We also try to stay in the middle on salaries when comparing to sister cities. Granquist said he is more comfortable with an increase of 3-4%. Webb said he is at 3%. Gates calculated the effect on the budget for a 4% COLA and 5% COLA, there is a \$207,072 difference city wide, with \$164,259 being in the

### General Fund.

Discussion on what to do with the \$164,259 savings if reducing the COLA from 5% to 4% - add to fund balance or reduce debt issuance on street projects.

Councilmember Hildebrand moved, seconded by Councilmember McCarthy to approve the Administration Level III with a 4% cost of living adjustment.

Jim McKenzie, 1412 Longhorn Drive, recommended applying any savings to reducing debt issuance. McKenzie noted that when looking at budgets, there is nothing related to individual staff salaries, but said his overall concern is the debt issuance for the city.

Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Engineering

City Engineer Steven Rames presented the Engineering budget. Staff is requesting a Level III budget. The budget includes the removal of seasonal/part-time staff member position that has never been filled. Total expenditures are budgeted at \$1,059,062, which is 2.3% above the prior year.

Councilmember Arens moved, seconded by Councilmember Murren to approve the Engineering Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Street

Streets Manager Will Elwell presented the Street Division budget. Staff is requesting a Level III budget. The budget includes the addition of an Equipment Operator position. Total expenditures are budgeted at \$3,565,163, which is 5.18% above the prior year.

Councilmember Murren moved, seconded by Councilmember Hildebrand to approve the Street Division Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Fleet

Streets Manager Will Elwell presented the Fleet Services budget. Staff is requesting a Level III budget. The budget includes replacing the Electronic Specialist with an Equipment Mechanic II position. Total budgeted expenditures are \$739,815, which is 6.03% above the prior year.

Councilmember Granquist moved, seconded by Councilmember Snorton to approve the Fleet Services Level III budget with a 4% cost of living adjustment.

Roll Call: Ayes: Granquist, Arens, McCarthy, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: Murren. Motion approved (6-1).

### Parks & Recreation

Parks and Recreation Director Nathan Powell presented the Parks and Recreation budget. Staff is requesting a Level III budget. Total budgeted expenditures are \$3,738,194, which is 1.74% above the prior year.

Discussion on Keno funds of \$80,000. Keno funds will be used for a replacement mower, replacement pickup, mower trailer, partial funding for ice skating equipment and concessions trailer, Ta Ha Fountain Replacement, and Elkhorn Shop improvements for rehab and addition of office space. Webb expressed concern with using Keno dollars to make improvements to the Elkhorn Shop and said he feels that Keno dollars should be used to serve the community. Powell noted the Keno funds are just part of the Parks operating budget this fiscal year, and not something you'll be seeing year to year.

Jim McKenzie, 1412 Longhorn Drive, spoke of increases in the personnel budget. Other concerns include signs and electrical costs for decorations. Powell said, regarding electrical supplies, city staff maintains a lot of decorations, and have been purchasing better quality, more expensive products to replace lighting.

Councilmember Murren moved, seconded by Councilmember Snorton to approve the Parks & Recreation Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Housing

Housing Director Gary Bretschneider presented the Housing Division budget. Staff is requesting a Level III budget. There are changes to Utilities and Maintenance and Other Operating Expenses to include garbage and snow removal fees due to moving the department from the Kensington building. Total budgeted expenditures are \$655,758, which is 3.30% above the prior year.

Councilmember McCarthy moved, seconded by Councilmember Hildebrand to approve the Housing Division Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Community Development Block Grant (CDBG)

Senior Accountant Sheila Rios provided information to elected officials. Beginning fund balance is \$137,299 which is an increase of \$47,827 of program income waiting to be spent. Total budgeted expenditures are \$1,802,777. We budget everything so, ending balance is \$0.00.

Councilmember Murren moved, seconded by Councilmember Hildebrand to approve the CDBG budget as presented. All Ayes. Nays: None. Absent: None. Motion approved (8-0).

### Planning and Development

Planning and Development Director Valerie Grimes presented the Planning and Development budget. Staff is requesting a Level III budget. Total budgeted expenditures are \$839,865, which is 6.70% above the prior year.

Councilmember Arens moved, seconded by Councilmember Hildebrand to approve the Planning and Development Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Library

Library Director Jessica Chamberlain presented the Library Division budget to elected officials. Staff is requesting a Level III budget. Total budgeted expenditures are \$2,080,679, which is 5.74% above the prior year.

Councilmember McCarthy moved, seconded by Councilmember Granquist to approve the Library Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

Staff and elected officials took a brief lunch break from 12:19 p.m. to 12:42 p.m.

### Fire

Fire Chief Tim Wragge presented the Fire Division budget to elected officials. Staff is requesting a Level III budget. Total budgeted expenditures are \$5,625,606, which is 3.70% above the prior year.

Councilmember Arens moved, seconded by Councilmember Granquist to approve the Fire Division Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Region 11 Emergency Management Fund

Emergency Manager Bobbi Risor presented the Region 11 Emergency Management budget. Staff is requesting a Level III budget. Region 11 consists of Antelope, Pierce and Madison Counties and the budgets are based off population. Total budgeted expenditures are \$272,129, which is 64.30% above the prior year, primarily due to the addition of mini grant expenses.

Councilmember McCarthy moved, seconded by Councilmember Snorton to approve the Region

11 Emergency Management Fund Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Police

Police Chief Don Miller presented the Police Department budget. Staff is requesting a Level III budget. Total budgeted expenditures are \$8,309,380, which is 5.64% above the prior year.

Councilmember McCarthy moved, seconded by Councilmember Granquist to approve the Police Department Level III budget as presented with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### SNARE

Police Chief Don Miller presented the SNARE budget. SNARE is a drug task force consisting of 11 participating agencies. Contributions from the participating agencies are based on population.

Councilmember Arens moved, seconded by Councilmember McCarthy to approve the SNARE budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Wireless 911 Fund

Police Chief Don Miller presented the Wireless 911 Fund budget. This is a surcharge on cellular phones designed to pay for the equipment and services needed to answer 911 calls. There are allocated expenses this money can be used for.

Councilmember Arens moved, seconded by Councilmember Granquist to approve the Wireless 911 Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: None. Motion approved (8-0).

### Norfolk/Madison Dispatch

Police Chief Don Miller presented the Norfolk/Madison Dispatch budget. Staff is requesting a Level III budget. Total budgeted expenditures are \$1,669,437, which is 5.55% above the prior year.

Councilmember Murren moved, seconded by Councilmember Hildebrand to approve the Norfolk/Madison Dispatch Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

### Vehicle Parking District No. 1

Vehicle Parking District Vice President Stephanie Bates provided information on revenues and expenses of the Vehicle Parking District to elected officials. Expenditures are approximately

\$217,000, which is 18.06% above the prior year and include an increase in contract snow removal and \$85,000 for parking lot improvements/festoon lighting. There was discussion on establishing a Business Improvement District.

Councilmember Snorton moved, seconded by Councilmember Murren to approve the Vehicle Parking Fund budget as presented. All Ayes. Nays: None. Absent: None. Motion approved (8-0).

#### Airport Authority

Dan Geary and Amy Sisson presented the Airport budget. The FY23-24 tax request is \$857,269, an increase of \$102,000. Bond issuance for a the new FBO was removed, but design costs are included in the budget. Budget includes \$42,000 for roof replacement/building improvements; \$7,300 for security cameras; \$371,576 for building planning and design; and \$600,000 for pavement rehabilitation design phase.

Hildebrand asked about gallons of fuel sold and if there has been consideration on moving the Airport board meetings to the City Council Chambers. Dan Geary said, regarding fuel sales, the airport is not trying to make money, but cover costs. Not looking for a real profit, so keep fuel costs low to keep people coming in. Regarding meetings at Council Chambers, Geary noted they have outside attendees at meetings, and have all past records available on site during the meetings, which is convenient. City Attorney Danielle Myers-Noelle requested that Board Member information be listed on the Airport Authority's website, as they are a taxing entity.

Geary said the Airport is looking at a program to rebuild both runways, which have previously been overlaid and are now nearing end of life. Total cost for FY23-24 is \$600,000, as depicted in the budget. \$540,000, or 90% of that, will be reimbursed from the FAA, so \$60,000 is Airport's portion of the project.

Geary discussed a proposed new airport terminal. Building would be funded from selling bonds, and the project would be put out for bids in January/February 2024. Sisson said they will be coming with an amended budget request in February. Gates said the Airport will need to come to Council to get their blessing to allow a levy increase to cover debt service, but noted they will not be paying for any construction prior to next fiscal year budget. Rames noted that will require the Airport to award a contract without having financing/bonding secured.

Discussion on rental incomes – 63% of hanger renters are non-Norfolk residents. Norfolk residents also pay an airport tax. Councilmember Arens questioned if non-Norfolk renters should pay an additional fee to be more in line with what Norfolk residents pay overall.

Councilmember Arens moved, seconded by Councilmember Snorton to approve the Airport budget and tax levy request of \$857,269 as presented. Ayes: None. Nays: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Absent: None. Motion failed (0-8).

Staff and elected officials took a break from 2:45 p.m. to 2:56 p.m.

#### Capital Projects Fund/Capital Improvement Program



Senior Accountant Sheila Rios and Director of Administrative Services Lyle Lutt provided information to elected officials. Beginning fund balance decreases about \$400,000. Items in the capital construction fund are large capital purchases depicted in the Capital Improvement Program (CIP). The CIP includes purchases contemplated over the next 10-years and are purchases over \$50,000 generally. Total expenditures are \$9,473,781, a 10.18% increase from the prior year.

Rames noted the Capital Improvement Program is a very important tool for the city's enterprise funds as we prepare 20-year master plans on those funds and try to have everything in here as it all ties into that master plan.

Councilmember Clausen moved, seconded by Councilmember Arens to approve the Capital Projects Fund budget with the following changes to the Police Division: reduce In-car Video Replacement/Body Camera from \$240,000 to \$200,000; increase Police Division Roof from \$85,000 to \$215,000; and adjust the public safety bonds accordingly.

Jim McKenzie, 1412 Longhorn Drive, discussed concerns with current and future debt issuance of the city.

Roll call: All Ayes. Nays: None. Absent: None. Motion approved (8-0).

#### City Highway Allocation Fund (CHAF)

Public Works Director Steven Rames provided information to elected officials. CHAF money comes from the State of Nebraska gasoline tax and motor vehicle fees based on estimates from the Nebraska Department of Transportation. Beginning fund balance is \$7,381,710. Budgeting \$3.7 million of highway allocation in an attempt to be conservative. Other revenue sources include interest income, council priority dollars and a bond issue. Expenditures are \$11,045,581 and ending fund balance is \$5,640,429.

Rames reviewed capital projects including street maintenance contract work, micro seal and armor coat, 8th St from Michigan Ave to Omaha Ave, widening of Benajamin Ave, 1st St Bridge replacement, Michigan Avenue from 7th St to 10th St project, 1st St and Braasch Avenue roundabout and stormsewer improvements, Prospect and Oak St street improvements, Benjamin & Victory and 7th & Michigan intersection studies, design for 25th St from Benjamin Ave to Eisenhower Ave, traffic signal head and pedestrian actuated system improvements, community dedicated street repair projects, Industrial Rd extension west of Hwy 81, safe streets for all Phase I, and gap paving at Northwestern and Jefferson.

Rames explained that the amount of CHAF we receive is calculated based off 50% population, 30% vehicle registrations, 20% lane miles. Rames also discussed the local match requirement. The first half of our allocation has no match, the second half of our allocation requires we match \$1.00 for every \$2.00 we receive, so roughly \$250,000 per \$1,000,000, we must match.

Discussion on CHAF bonds and addition of \$200,000 of Council Priority Dollars to fund debt service on the bonds. Discussion on using available funds from reducing the COLA toward the bonds.

Jim McKenzie, 1412 Longhorn Drive, questioned if the gap paving on Northwestern and Jefferson is a good expenditure of money and said there are more pressing needs in the community.

Councilmember Murren moved, seconded by Councilmember Hildebrand to accept the CHAF budget as presented. Roll call: Ayes: All Nays: None. Absent: None. Motion approved (8-0).

#### Water Fund

Water and Sewer Director Chad Roberts provided information to elected officials. Staff is requesting a Level III budget. Beginning balance is \$3,494,767. User fees increase \$453,477 due to an increase in usage and a 6% rate increase. The budget anticipates \$6,052,160 proceeds of debt to fund capital projects. Total budgeted revenues are \$9,797,960, and total budgeted expenditures are \$10,301,804.

Councilmember Arens moved, seconded by Councilmember McCarthy to approve the Water Fund Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

#### Sewer Revenues

Water and Sewer Director Chad Roberts provided information to elected officials. Beginning fund balance is \$6,033,130. User fees increase \$573,809, related to two proposed rate increases - 6% on industrial loading rates and an 8% increase on residential and commercial sewer rates. Non-revenue receipts increase \$3,220,000 due to an increase in proceeds of debt. Total revenues are \$15,066,497.

#### Sewer Maintenance

Water and Sewer Director Chad Roberts provided information to elected officials. Staff is requesting a Level III budget. Total budgeted expenditures are \$6,699,299, which is 22.63% above the prior year.

Costs of the Omaha Avenue lift station project is split over the next two years. Staff is currently looking at options for solutions in the Master Plan for the Omaha Avenue lift station, or possible alternatives for the area and entire system. If the full lift station doesn't go forward, those funds would not be spent, and the bonds not issued. The budget preserves the option but does not initiate the process. Councilmembers express concern with approving a rate increase on citizens when we're unsure if we're moving forward with the lift station. Public Works Director Steven Rames noted there are other improvements that are needed, and a rate increase would allow us to start planning for those needed future improvements. Rames said a community that is positioned with the right infrastructure that doesn't have to make upgrades can be more competitive for economic development.

Jim McKenzie, 1412 Longhorn Drive, expressed concern with the Omaha Avenue Lift Station project and urged elected officials to find a solution that doesn't cost the community \$15 million.

McKenzie said the master plan does not show we need this unless there is a new large industrial user and noted it will have to be retrofitted because it is too big for current needs. McKenzie asked that elected officials use common sense to solve the current problem without charging everyone in community a large amount of money.

Rames noted we will be bringing Olsson in to review Master Plan and look at any potential options to fix the current problem. Rames also noted we need to consider cost inflation if we push a needed project down the road.

Councilmember McCarthy moved, seconded by Councilmember Snorton to approve the Sewer Maintenance Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

#### Water Pollution Control

Wastewater Superintendent Rob Huntley presented the Water Pollution Control budget. Staff is requesting a Level III budget. Total budgeted expenditures are \$9,807,109, due to significant increases capital outlay. Debt service payments were also added to the budget in anticipation of a bond issue for the grit removal building improvements and the flood wall/effluent pump system capital projects.

Councilmember Granquist moved, seconded by Councilmember Arens to approve the Water Pollution Control Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

#### Solid Waste Management

Wastewater Superintendent Rob Huntley presented the Solid Waste Management budget. Staff is requesting a Level III budget. No increase in tipping fees contemplated in this budget. Charges for Service decrease due to a reduction in tonnage. Total budgeted expenditures are \$2,827,233, which is 30.93% below the prior year.

Discussion on recycling services now with Green Fiber closing. Rames said when Green Fiber shut down their operations, it created some conversation with the recycling community regarding potential hub and spoke recycling centers across the state. Rames doesn't see Norfolk operating hub and spoke system but could potentially see looking at a partnership in this effort. Have been looking into a variety of options for recycling. We need to grow into recycling, so we don't take a hit on our tonnage.

Councilmember Clausen moved, seconded by Councilmember Murren to approve the Solid Waste Management Level III budget with a 4% cost of living adjustment. Roll call: Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

Stormwater Utility Fund

Public Works Director Steven Rames presented the Stormwater Utility budget. Staff is requesting a Level III budget. Beginning fund balance is \$250,585. Holding use fees at \$2.00 per month for residential customers and \$6.00 per month for commercial and industrial customers. Total budgeted expenditures are \$461,133, which is 5.22% above the prior year.

Councilmember Clausen moved, seconded by Councilmember Snorton to approve the Stormwater Utility Fund Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

Debt Service

Senior Accountant Sheila Rios provided information to elected officials. Property tax of \$1,011,062 is the same as the prior year. All revenue line items are the same with the exception of interest income, which is due to an increase in interest rates. Expenditures are \$737,952, a 3.40% increase from the prior year. Ending fund balance increased \$620,312 to \$4,802,325, which can be used on future debt service.

Councilmember McCarthy moved, seconded by Councilmember Hildebrand to approve the Debt Service Fund budget as presented. Roll call: All Ayes: Nays: None. Absent: None. Motion approved (8-0).

Special Assessment Fund

Senior Accountant Sheila Rios provided information to elected officials. The Special Assessment Fund is a summary of six individual special assessment funds, which are a mechanism to finance infrastructure in new subdivisions or major utility extensions. Beginning fund balance increases to \$1,638,884. Total budgeted expenditures are \$3,175,569, which is 20.70% below the prior year.

Councilmember Clausen moved, seconded by Councilmember Murren to approve the Special Assessment Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: None. Motion approved (8-0).

LB840 Fund Budget

Economic Development Director Candice Alder provided information to elected officials. Taxes were eliminated in FY 2020-2021 and all funds have been expended. This fund will not close until projects funded meet the funding requirements.

Councilmember Clausen moved, seconded by Councilmember Murren to approve the LB840 Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: None. Motion approved (8-0).

Economic Development Operating Budget

Economic Developer Director Candice Alder presented the Economic Development budget. Staff is requesting a Level III budget. Beginning fund balance is \$333,046. Madison County would like to review the interlocal agreement, so we don't know what revenue is going to be for the next fiscal year. County has asked over last several years to spend down fund balance, so we have been trying to budget expenditures over revenues for the last couple of years. Total budgeted expenditures are \$525,878.

Discussion on long term funding agreement with Madison County and County's desire to reduce the beginning fund balance.

Councilmember Clausen moved, seconded by Councilmember Murren to approve the Economic Development Fund Level III budget with a 4% cost of living adjustment. Roll Call: Ayes: Granquist, Arens, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: Webb. Absent: None. Motion approved (7-1).

#### Group Insurance Fund

Director of Administrative Services Lyle Lutt provided information to elected officials. There is a 5% increase from last year on health insurance costs on both the City's share and employee cost. We typically look back six months to come up with projections. By having city staff manage the group insurance plan, we continue to keep costs down. As of now, still money ahead verses doing some sort of private sector plan.

Councilmember Clausen moved, seconded by Councilmember Snorton to approve the Group Insurance Fund budget as presented. Roll call: All Ayes. Nays: None. Absent: None. Motion approved (8-0).

Brad Brooks, 2204 Highland Drive, thanked staff and elected officials for their work on the budget preparations and presentations.

There being no further business, the Mayor adjourned the meeting at 6:43 p.m.

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Josh Moenning  
Mayor

ATTEST:

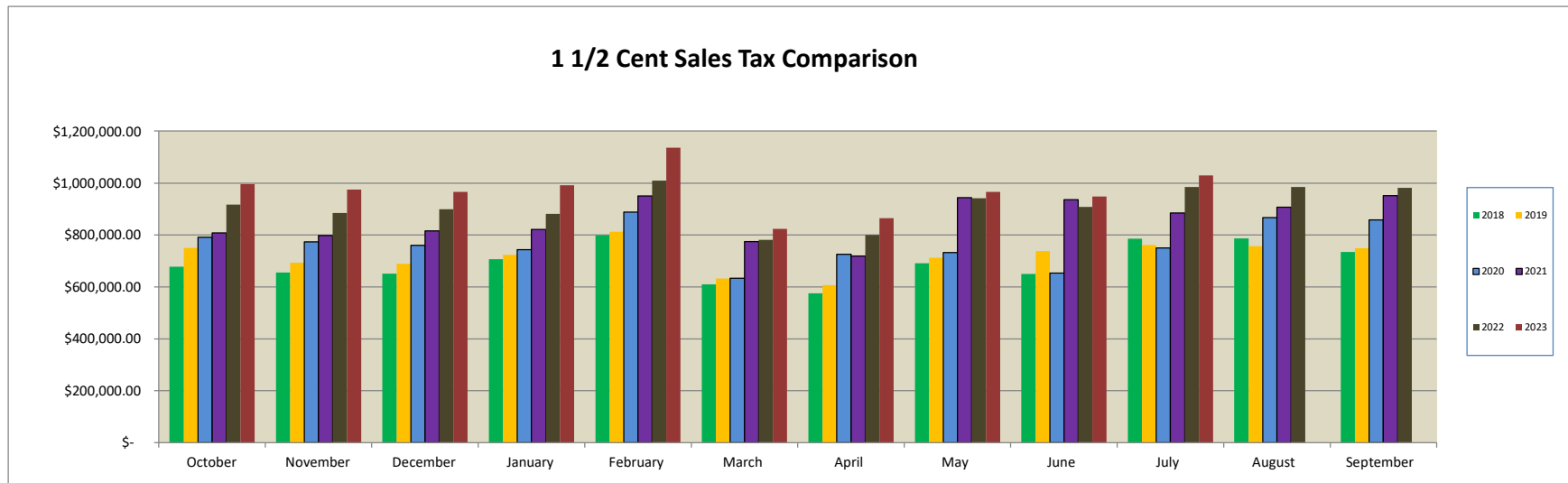
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Brianna Duerst  
City Clerk

( S E A L )

**CITY OF NORFOLK**  
**1 1/2 CENT SALES TAX COMPARISON**  
**2018 - 2023**

PAYMENT DATE	2022						2023		CHANGE 2022 TO 2023		BUDGET VARIANCE	
	2018	2019	2020	2021	2022	2023	BUDGET					
October	\$ 678,401.87	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 939,668.43	\$ 78,995.30	8.62%	\$ 56,196.39	5.98%	
November	\$ 654,681.26	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	\$ 907,229.88	\$ 90,292.31	10.21%	\$ 67,493.40	7.44%	
December	\$ 651,260.81	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	\$ 922,291.87	\$ 65,793.09	7.31%	\$ 42,994.18	4.66%	
January	\$ 705,769.95	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	\$ 903,799.85	\$ 110,454.32	12.54%	\$ 87,655.41	9.70%	
February	\$ 799,180.83	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	\$ 1,031,889.98	\$ 126,866.85	12.57%	\$ 104,067.94	10.09%	
March	\$ 610,326.58	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ 804,067.72	\$ 41,921.46	5.37%	\$ 19,122.55	2.38%	
April	\$ 575,250.20	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	\$ 822,998.08	\$ 64,137.58	8.02%	\$ 41,338.67	5.02%	
May	\$ 690,707.66	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	\$ 966,326.78	\$ 23,965.64	2.55%	\$ (923.95)	-0.10%	
June	\$ 649,735.86	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ 948,479.55	\$ 959,455.98	\$ 40,782.98	4.49%	\$ (10,976.43)	-1.14%	
July	\$ 785,104.37	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ 1,029,422.05	\$ 907,688.92	\$ 44,382.50	4.51%	\$ 121,733.13	13.41%	
August	\$ 786,723.11	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ -	\$ 930,927.60	\$ -	0.00%	\$ -	0.00%	
September	\$ 734,838.03	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ -	\$ 975,265.67	\$ -	0.00%	\$ -	0.00%	
<b>TOTALS</b>	<b>\$8,321,980.52</b>	<b>\$8,622,913.72</b>	<b>\$9,175,595.00</b>	<b>\$ 10,308,053.56</b>	<b>\$ 10,971,943.65</b>	<b>\$ 9,694,118.78</b>	<b>\$ 11,071,610.76</b>	<b>\$ 687,592.03</b>	<b>7.63%</b>	<b>\$ 528,701.29</b>	<b>5.77%</b>	



# Agenda Packet

## NORFOLK PARKS BOARD MEETING

Thursday, July 20, 2023  
5:00 p.m.

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**NOTICE OF MEETING  
CITY OF NORFOLK, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the Norfolk Parks Board of the City of Norfolk, Nebraska, will be held at 5:00 p.m. on Thursday, July 20, 2023, in the Council Chambers, 309 N. 5th Street, which meeting will be open to the public.

An agenda for such meeting, kept continually current, is available at the City of Norfolk Administration Building, located at 309 N 5<sup>th</sup> Street, Norfolk, Nebraska during normal business hours.



AGENDA  
NORFOLK PARKS BOARD MEETING

July 20, 2023

CALL TO ORDER

1. 5:00 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. Roll call.

CURRENT BUSINESS

4. Approval of full agenda. **Motion**
5. Consideration of approval of the minutes of the June 22, 2023 Parks Board meeting. **Motion**
6. Request to approve the landscape design for the 1st and Braasch roundabout. **Motion**
7. Request to review and determine the future direction of the Trail Advisory Board. **Motion**
8. Discussion for the proposed Parks and Recreation fees. **Discussion Only**

OTHER BUSINESS

9. Monthly Supervisor reports.
10. Open topics on any concerns the Board has towards current and future planning for the City Parks and public comment period. No action can be taken.
11. Adjourn.



## Parks and Rec Board Meeting Minutes

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Thursday, June 22, 2023  
5:30 p.m.  
City Council Chambers

The meeting was called to order at 5:30 p.m. Roll call found the following members present: Ann Dover, Patrick Gerhart, Jerrett Mills, Terry Rasmussen, Melissa Temple, Austin Truex, and Becki Wulf. Absent: Angie Bailey and Bill Robinson.

City staff present: Parks & Rec Director Nathan Powell, Parks Supervisor Mike Leise, Interim Sports Complex Supervisor, Ryan Beed, Parks & Rec Admin Assistant Jen Olson

Wulf moved, seconded by Rasmussen to approve the June 22, 2023, agenda. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Bylaws reviewed and discussed. Powell read aloud and explained parts of the bylaws, then answered questions. Truex made a motion, seconded by Wulf, to approve the Parks and Recreation Board Bylaws. Nays: None. Absent: Bailey and Robinson.

The floor was opened for election of officers:

Mills nominated Ann Dover to serve as Secretary. Gerhart made a motion, seconded by Temple, to approve Ann Dover as Parks & Rec Board Secretary. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Mills nominated Melissa Temple to serve as Vice President. Truex made a motion, seconded by Rasmussen, to approve Melissa Temple as the Parks & Rec Board Vice President. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Wulf nominated Jerrett Mills to serve as President. Wulf made a motion, seconded by Rasmussen to approve Jerrett Mills as the Parks & Rec Board President. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Beed reported past, current, and future projects that they are working on at Ta-Ha-Zouka Park. Ta-Ha-Zouka bridge, dog park, irrigating south dog park, field maintenance, campground maintenance, tree

maintenance, fountain repair at Ta-Ha-Zouka – Powell reported that he has requested dollars to be allocated for that in his budget and will report back if that gets approved. Wulf asked when that would get fixed if we would have to wait a year. Powell answered that work could start in October.

Leise reported past, current, and future projects they are working on at Skyview and the other City parks in Norfolk. Watering trees, removing equipment at Liberty Bell in preparation for the new equipment slated to come in the second week of August, and preparing for Big Bang Boom and Music Concert Series.

Mills asked about the low water level at Skyview. Powell responded and explained they are hiring a firm to repair the system, will need to do a clean out and a bowl assembly.

Mills commended the Division on the planting of trees in the community. Leise reported 2017-2020 planted 272 trees, 2021 planted 34 trees, 2022 planted 72 trees, 2023 so far planted up to 30 trees.

Mills asked about campground and cabin rental numbers. Beed responded that the campground is full every weekend and very busy during the week. Especially during softball tournaments.

Mills asked about Memorial Field topdressing. Beed explained they have been out there maintaining it and they have a new fairway mower.

Truex asked about the former baskets at Skyview. Leise explained they were given to the town Verdigre.

Powell provided the recreation report to the Board. Different rec programs, events, tournaments, swim lesson numbers, Briggs and Barrett donating a reflection garden for Winter Park, two heaters at AquaVenture, and one went out right before the pool opened so that is in the process of getting replaced, playground donation for Liberty Bell from Premier Marketing and Integrity Group, and updated AV hours for July 3 and 4.

Powell reported Admin items to the Board. Master Plan, ribbon cutting for the Warren Cook Storybook Trail, sent out for nominations for the Green Leaf Award, budget process is going on internally, sidewalk completed at Skyview Park parking lot, curb and gutter at Liberty Bell completed, AV Octopus dump bucket feature postponed to replace the heater, skate park agreement approved to install the pump track, completed agreement with the NPS and NECC, special Parks board meeting August 22 for the Master Plan, the 23<sup>rd</sup> will have a public open house. Requests from citizens from the last month were to have Johnson Park bathrooms open longer and staff responded and the bathrooms are open until 10:30 p.m., mosquitoes at Ta-Ha and staff responded and will be fogging, benches and trash cans downtown staff will be talking with the DNA and VPD regarding this request.

Mills asked about the Johnson Park progress. Powell explained the grading was just awarded at the last Council meeting. The 29<sup>th</sup> the ice arena and fountain bid will be closed. Would like to have ice skating this winter. The rink will be a refrigerated system so hopefully can go Thanksgiving to March with consistent ice.

Rasmussen asked if the river was going to flow this summer. Powell responded that we went down to seven features to create a surf feature and that is why the river opening is delayed. Discussion still taking place on when the river will open back up. Mills asked about life jackets. Powell explained they would be provided and promoted, but it is not a requirement.

Truex asked about wayfinding and historical panels. Powell explained he is trying to secure funding now and hoping to use grants for the majority of funding.

Rasmussen asked about more trash cans at the events and Leise explained they did receive a request and extra cans were provided. Temple asked about recycling. Leise explained there are not any recycling cans.

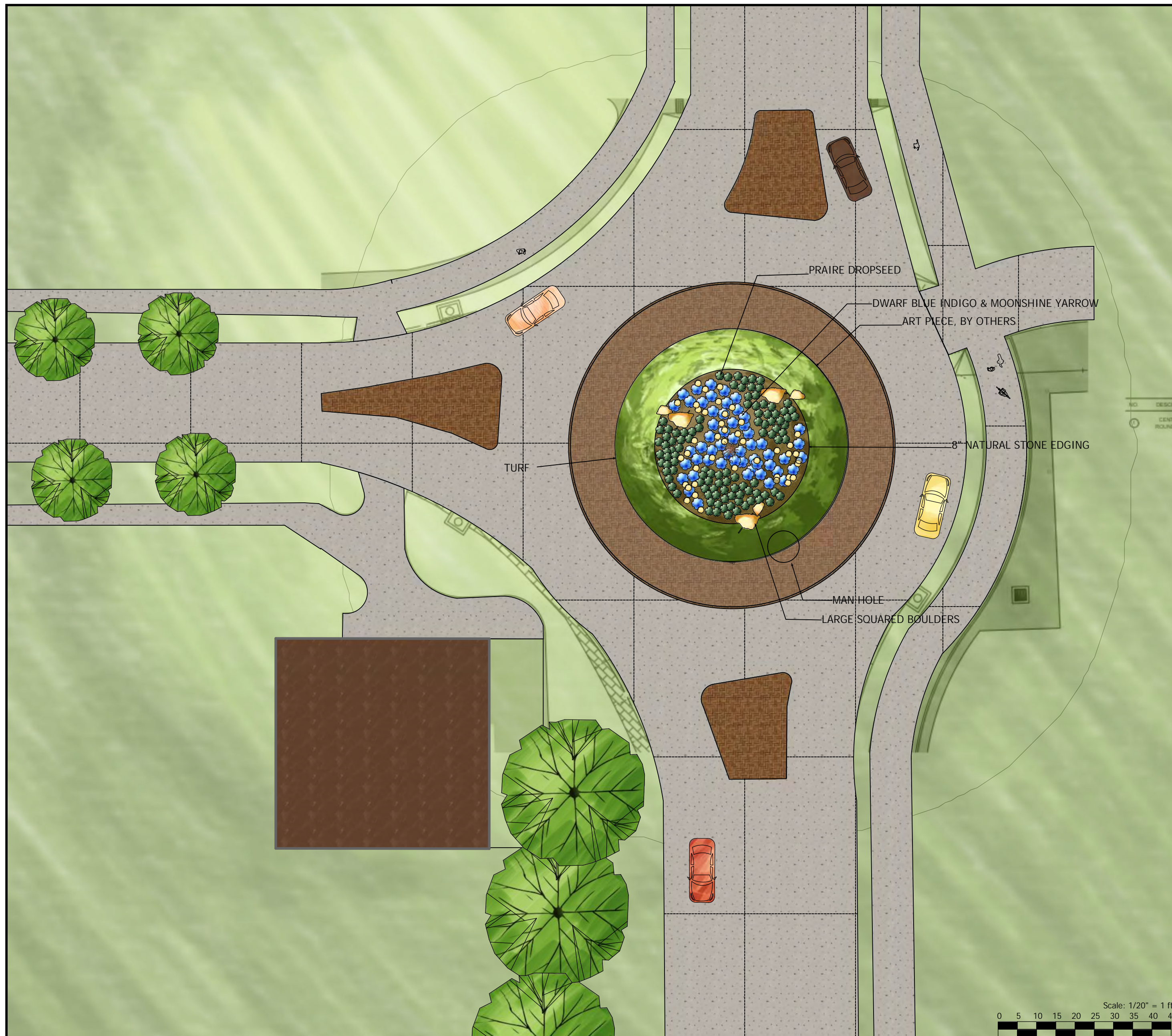
Temple asked about additional lighting in the Parks and if that was something on our radar. Powell said yes, Johnson Park, Warren Cook, and Skate Park are all lighting projects currently going on.

Board discussed meeting date and time. Determined that 5:00 p.m. would be a better time to meet. Motion made to change the meeting time from 5:30 p.m. to 5:00 p.m. for all future Parks and Recreation Board meetings. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Mills motioned to adjourn the meeting at 6:24 p.m., Wulf seconded. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, and Wulf. Nays: None. Absent: Bailey and Robinson.

Next meeting will be on July 20, 2023, 5:00 p.m. in the City Council Chambers at 309 N 5<sup>th</sup> Street, Norfolk, NE.

Minutes recorded and taken by Jennifer Olson, Parks and Recreation Administrative Assistant.



**DWARF BLUE INDIGO**



**MOONSHINE YARROW**

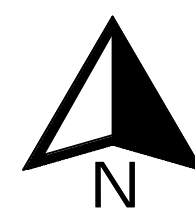
**PRAIRIE DROPSEED**



**ROCK OPTION**



FIRST STREET / ROUNDABOUT  
NORFOLK NE

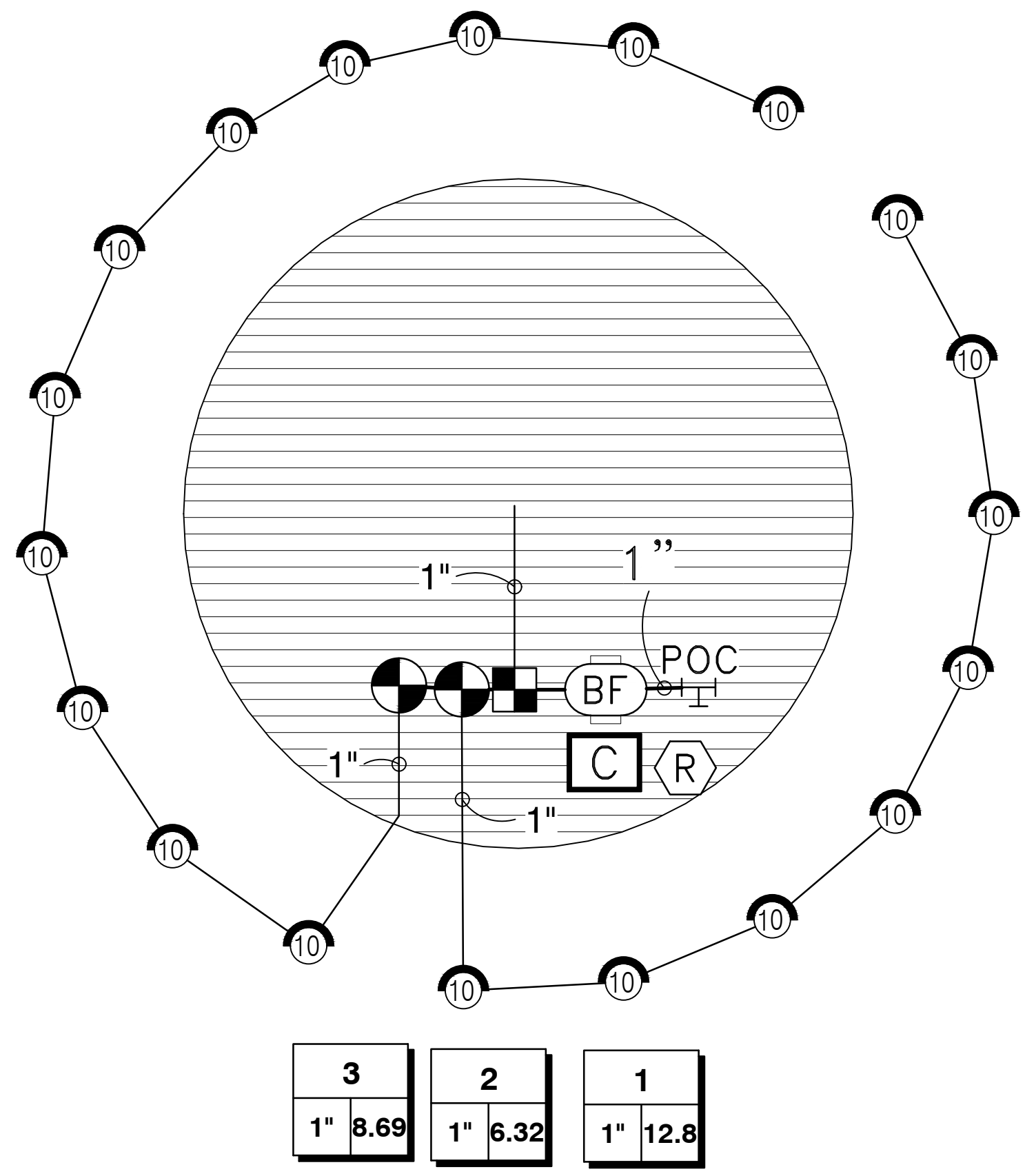


**IRRIGATION SCHEDULE OPTION 2**

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	RADIUS
	Rain Bird 1804 10H	19	180	30	10'
SYMBOL	MANUFACTURER/MODEL	QTY			
	Rain Bird XCZ-100-PRF 1"	1			
	Area to Receive Dripline Rain Bird XFD-06-12	1,284 l.f.			
SYMBOL	MANUFACTURER/MODEL	QTY			
	Rain Bird DV 1"	2			
	Febco 825Y 1" (By Others)	1			
	Rain Bird ESPLXME2	1			
	Irritrol RS1000	1			
	Point of Connection 2"	1			
	Irrigation Lateral Line: Polyethylene Pipe SDR-7 1"	218.3 l.f.			
	Irrigation Mainline: PVC Schedule 40 1"	18.1 l.f.			

	Valve Number
	Valve Flow
	Valve Size



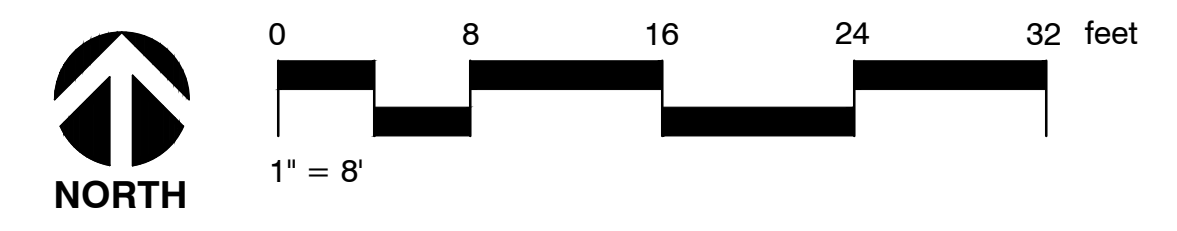
**IRRIGATION SPECIFICATIONS**

- IRRIGATION POINT OF CONNECTION SHALL BE CAPABLE OF DELIVERING A VARIABLE FLOW RATE OF 12 GPM AT A CONSTANT PRESSURE OF 50 PSI DOWNSTREAM OF BACKFLOW PREVENTION DEVICE. POINT OF CONNECTION SHALL BE ABLE TO MAINTAIN THE MAXIMUM FLOW RATE AND PRESSURE FOR THE DURATION OF AN IRRIGATION CYCLE. CONTRACTOR SHALL VERIFY THESE PARAMETERS PRIOR TO CONSTRUCTION, AND NOTIFY OWNER'S REPRESENTATIVE AND IRRIGATION CONSULTANT IF THEY CANNOT BE MET.
- IF THE POINT OF CONNECTION EXCEEDS THE ABOVE PRESSURE REQUIREMENTS, A PRESSURE REGULATOR SHALL BE INSTALLED AT THE OWNER'S EXPENSE. PRESSURE REGULATOR SHALL BE SET AT THE PRESSURE RECOMMENDED ABOVE.
- AN PVB TYPE BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED IN A MANNER SATISFYING LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS.
- POWER FOR THE IRRIGATION CONTROLLER, PUMP AND OTHER ELECTRICAL COMPONENTS SHALL BE PROVIDED BY OTHER. CONTRACTOR SHALL VERIFY POWER AVAILABLE MEETS THE REQUIREMENTS OF THE COMPONENT'S MANUFACTURER. IF POWER AVAILABLE IS INADEQUATE, CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- IRRIGATION SYSTEM IS DISPLAYED SCHEMATIC IN NATURE. MINOR FIELD ADJUSTMENTS MAY BE NECESSARY TO ACCOMMODATE FOR LANDSCAPING CHANGES, PLANTING BEDS OR OTHER OBSTRUCTIONS. THESE ADJUSTMENTS MAY BE MADE ONLY AFTER NOTIFYING THE OWNER'S REPRESENTATIVE.
- SOME IRRIGATION COMPONENTS AND PIPING ARE SHOWN IN HARDSCAPE AREAS AND OUTSIDE OF PROPERTY LINES TO IMPROVE ON THE READABILITY OF THE IRRIGATION PLAN. ALL COMPONENTS AND PIPING SHALL BE INSTALLED INSIDE OF THE PROPERTY LINES AND OUTSIDE OF HARDSCAPE AREAS.
- MAINLINE, LATERALS AND CONTROL WIRES SHALL BE INSTALLED INSIDE THE SAME TRENCH WHENEVER POSSIBLE..
- SYSTEM TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- CONTROLLER SHALL BE GROUNDED PER MANUFACTURER'S SPECIFICATIONS.
- ALL WIRE SHALL BE #18 DIRECT BURIAL U.F. MULTI-CABLE.
- ALL FIELD WIRE ABOVE GRADE OR WITHIN STRUCTURE TO BE INSTALLED IN CONDUIT PER LOCAL CODE.
- ALL UNDERGROUND SPLICES TO UTILIZE 3M DBY, OR KING WATER PROOF SPLICE KITS, DEPENDING ON NUMBER AND SIZE OF WIRES. ALL SPLICES SHALL BE MADE INSIDE A VALVE BOX.
- DEPTH OF IRRIGATION PIPING; 18" ON MAINLINE; 12" ON LATERALS.
- SLEEVING UNDER PAVED AREAS SHALL BE INSTALLED AT A DEPTH OF 24".

**CRITICAL ANALYSIS**

P.O.C. NUMBER: 01  
Water Source Information:

<b>FLOW AVAILABLE</b>	
Point of Connection Size:	2"
Flow Available	83.32 GPM
<b>PRESSURE AVAILABLE</b>	
Static Pressure at POC:	50 PSI
Pressure Available:	50 PSI
<b>DESIGN ANALYSIS</b>	
Maximum Station Flow:	12.84 GPM
Flow Available at POC:	83.32 GPM
Residual Flow Available:	70.48 GPM
<b>Design Pressure:</b> 30 PSI	
<b>Friction Loss:</b> 1.11 PSI	
<b>Fittings Loss:</b> 0.11 PSI	
<b>Elevation Loss:</b> 0 PSI	
<b>Loss through Valve:</b> 3.8 PSI	
<b>Pressure Req. at Critical Station:</b> 35.0 PSI	
<b>Loss for Fittings:</b> 0.02 PSI	
<b>Loss for Main Line:</b> 0.2 PSI	
<b>Loss for POC to Valve Elevation:</b> 0 PSI	
<b>Loss for Backflow:</b> 11.3 PSI	
<b>Critical Station Pressure at POC:</b> 46.5 PSI	
<b>Pressure Available:</b> 50 PSI	
<b>Residual Pressure Available:</b> 3.47 PSI	



Project Name :  
**FIRST STREET / ROUNDABOUT OPTION #2**

Customer Name :

Design Date: 01/19/23

REVISIONS	
Description	

Drawing Title:  
**Irrigation Plan**

Drawing Scale: 1" = 8'

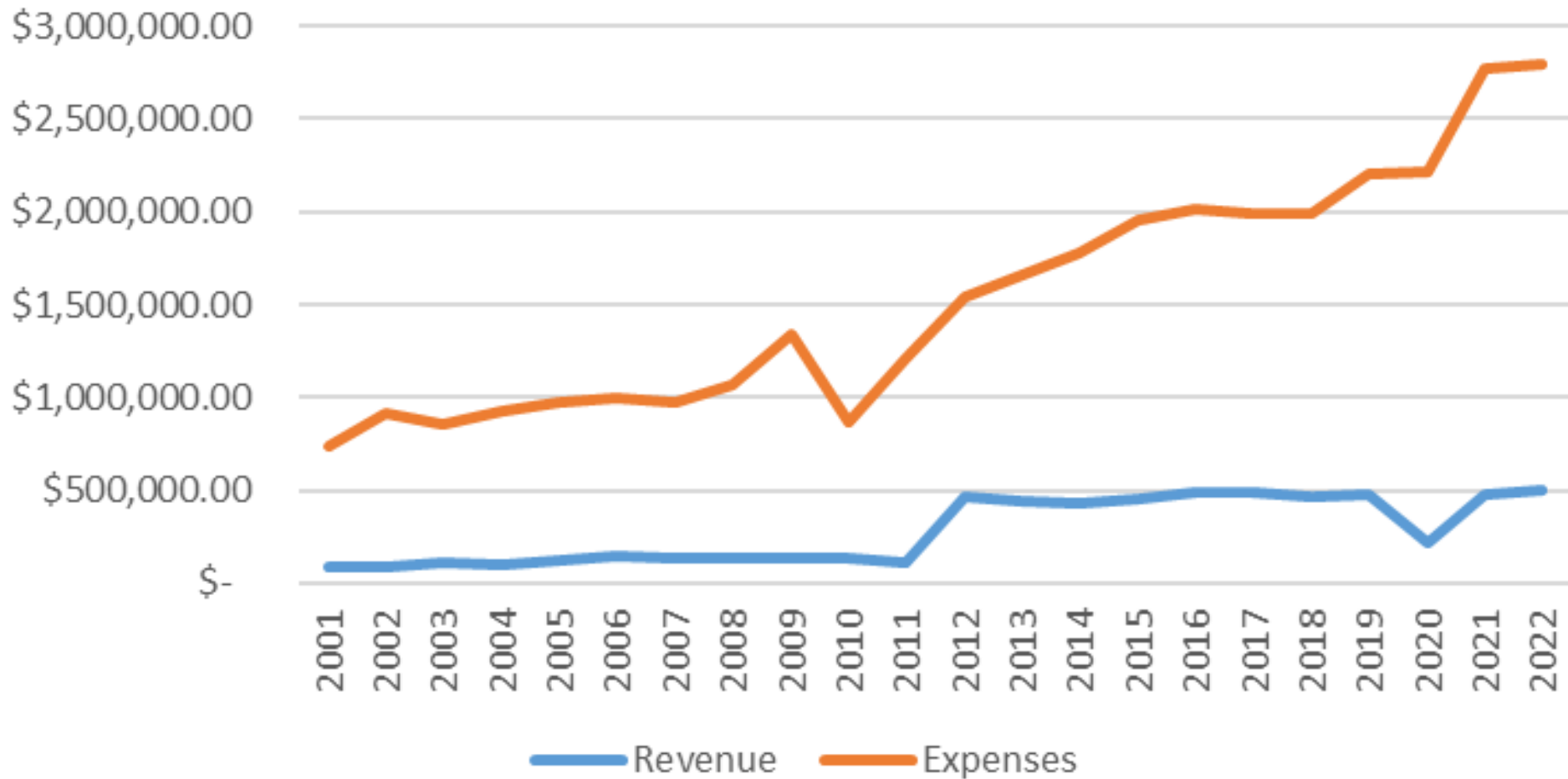
Project Number: 2300123

**IR-2**

**2024 Fee Change Parks & Recreation (DRAFT)**

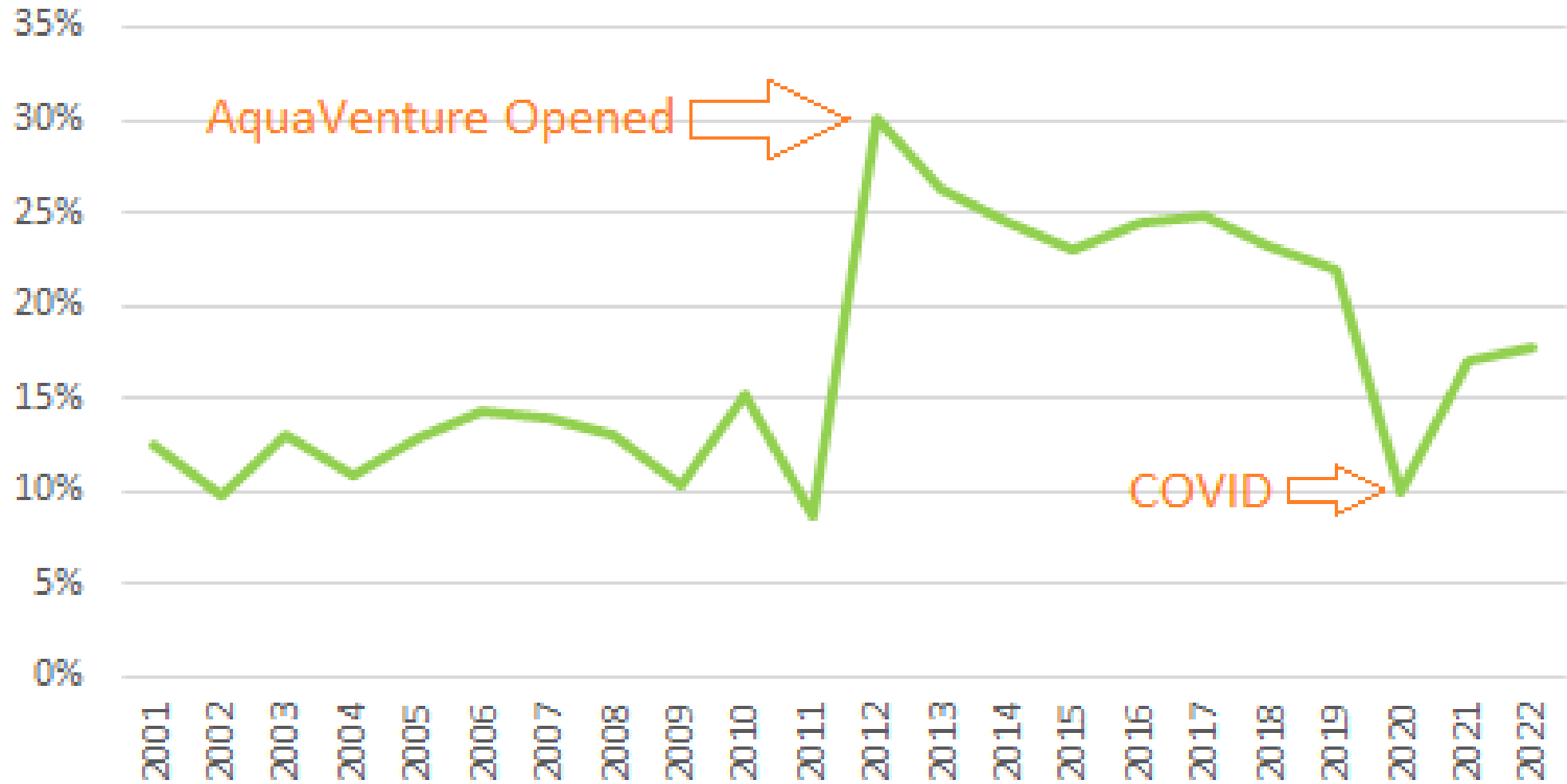
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Explanation
<b>Aquaventure</b>															
Day Pass 55 and up/Veterans		\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$8	
Day Pass (Ages 4-15)		\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$7	
Day Pass		\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$9	
Season Pass							\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	11 visits rounded up
Season Pass Group (Up to 6)							\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$275	2.75 x season pass
<del>Group Day Pass (Up to 6)</del>							<del>\$35</del>	<del>\$35</del>	<del>\$35</del>	<del>\$35</del>	<del>\$35</del>	<del>\$35</del>	<del>\$35</del>		
Each Additional Person to Group Pass							\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$45	Group Pass/6
Special Event Pass		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$6	
<del>Pool Rental (Catered Food)</del>		<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$475</del>	<del>\$500</del>	<del>\$500</del>		
Pool Rental		\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$500	\$500	\$500	Per Hour
Private Swim Lessons (1/2 Hours Sessions)		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$15	\$15	\$15	
Swim Lessons		\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$50	
Birthday Parties		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$18	\$18	
<del>Birthday Parties (19+)</del>		<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>	<del>\$14</del>		
<del>Lifeguard Training/Non-Employees</del>		<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>	<del>\$100</del>		
Life Jacket Rental		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
Locker Rental		\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Seasonal Lockers (large)		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	
Seasonal Lockers (small)		\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$20	\$20	\$20	
<b>Recreation and Athletics</b>															
Recreation Programs	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-275	\$0-275	\$0-275	
<b>Sports</b>															
Baseball - Practice <del>and games</del> , annual per athlete				\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 10	Per Athlete
Football and Soccer Practice, annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Baseball/Softball/Football/Soccer Games with practice contract														\$ 20	Per Day/Per Field Exempt Fields: #4, #5, Liberty Bell
Tennis - Practice and Meets annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Cross Country Course at Skyview				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Memorial Football/Soccer/Baseball Adult Practice		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 15	Per Athlete
Memorial Football/Soccer/Baseball (Youth) Game w/out practice contract		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	Per Day/Per Field
Memorial Football/Soccer/Baseball Game with practice contract														\$ 50	Per Day/Per Field
<del>Memorial Football/Soccer Adult Tournament</del>		<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>	<del>\$ 1,000</del>		
<del>Memorial Football/Soccer/Baseball Youth Practice</del>		<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>	<del>\$ 50</del>		
<del>Memorial Football/Soccer Youth Tournament</del>		<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>		
<del>Memorial Football/Soccer/Baseball Adult Practice</del>		<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>	<del>\$ 125</del>		
Memorial Football/Soccer/Baseball (Adult) Game w/out practice contract		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	Per Day/Per Field
<del>Memorial Football/Soccer Adult Tournament</del>		<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>	<del>\$ 1,250</del>		
<del>Memorial Football/Soccer/Baseball Youth Practice</del>		<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>	<del>\$ 75</del>		
<del>Memorial Football/Soccer Youth Tournament</del>		<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>	<del>\$ 250</del>		
Maintenance Fee - Request for Staff During the course of games/tournaments														\$ 15	Per Hour/Per Employee
Request for Diamond Dry														\$ 30	Per Bag
<b>Cabin Shelter Rentals</b>															
Club House Daily Rental Fee		\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 70	
Elkhorn Lodge Daily Rental Fee		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 210	
Shelter House Daily Rental Fee		\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
Woodland Cabin Daily Rental Fee		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 55	
Picnic Shelter	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
Stage				\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	
Stage Skyview				\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
<b>Camping</b>															
Regular Campsite	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 24	\$ 26
Primitive Campsite		\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 16	\$ 18
<b>Tournament Fees</b>															
<del>Tournament Gate Fee (Local)</del>				<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	
<del>Tournament Entry Fee (Local)</del>				<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	<del>5%</del>	
<del>Tournament Gate Fee (Outside City)</del>				<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	<del>20%</del>	
<del>Tournament Entry Fee (Outside City)</del>				<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	<del>10%</del>	

## Parks & Recreation





# Cost Recovery



# Fee Comparison

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City	Practice Fee (per athlete)	Softball/Baseball	Football/Artificial Turf Fields		Lights
Columbus	\$120 Team	\$15-\$55	\$200-\$800	Per Field/Per Day	Extra Cost
Fremont	N/A	\$11-\$43 Hour	\$54-\$182 (2 Hours)	Per Field/Per Hour	Extra Cost
Grand Island	\$20-\$150	\$16-\$120	\$120	Per Field/Per Day	Included
Norfolk (Local)	\$10	\$20	\$50	Per Field/Per Day	Included

# Goals

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- Set Fees Based on Cost Recovery Goals (e.g., 30%)
  - Offset the cost of operations
  - Cost recovery is about fees and lowering expenses through efficient operations
- Bring our fees up to comparable levels with other cities
- Simplify our fee structure
  - No need to have tournament and game fees when the game fee was included in practice fee
  - Allow associations to keep their gate fees to raise money to offset their costs

## SPORTS FIELDS / TAHAZOUKA PROGRESS REPORT

FINISHED TAHA BRIDGE- REOPENED TO PUBLIC  
MET WITH GAME AND PARKS TO DISCUSS LAKE VEGETATION – IMPLEMENT PLAN TO SPRAY  
WORKED WITH MERIT MECHANICAL ON INSTALL OF HEATERS AT AQUAVENTURE  
WORKED WITH MIKES CREW TO REMOVE EQUIPMENT FROM JOHNSON’S PARK  
SPRAY NOXIOUS WEEDS AROUND PARK  
CLEAN UP TREES REMOVED BY FISCHER TREE SERVICE  
CLEAN UP BRANCHES AFTER LAST WIND STORM  
DAILY BATHROOM CLEAN UP AND MAINTENANCE  
DAILY FIELD PREPERATION FOR BASEBALL AND SOFTBALL GAMES  
DAILY MAINTENANCE OF PARK FACILITIES

## FUTURE PROJECTS

GET BIDS TO INSTALL FIELD 2 BACKSTOP  
BID AND PURCHASE POLE PADDING FOR FIELD 4 ( BIDS HAVE BEEN RECEIVED)  
GET BIDS FOR WATER AND SEWER TO ALL CAMPGROUND SITES  
WORK WITH WATER TO GET HYDRANT REPLACED BY FIELD 5 ( HYDRANT PURCHASED)  
GET BIDS FOR THE DOG PARK SPRINKLER PROJECT ( SOUTH PARK )  
WORK WITH LOVE SIGNS ON DOG PARK SIGN  
WORK WITH LOVE SIGNS ON DOWNTOWN RIVERPOINT SIGNAGE AND TAHA SIGNAGE

**Parks Report  
June 2023**

**Project Outcomes**

- Transplanted two trees from Braasch Ave.
  - One to Downtown
  - One to 7<sup>th</sup> Street
- Transplanted four trees from E Grove Ave to 7<sup>th</sup> Street to replace the five dead ones
- Put 13 new trees downtown with the help of the Street Dept to break out concrete
- Big Bang Boom event set up/clean up June 30 – July 2
- Music in the Park July 6 set up/clean up

**Current Projects**

- Watering trees/flowers
- Removing equipment at Johnson Park and preparing for the dirt work
- Replace solenoids twice at Embrace Park Splash Pad

## **Recreation Notes June**

### **Active:**

I have been working to make sure schools and clubs can now reserve any of our sports complexes on our Active site. After figuring out the details I believe we now have a simple process that people can work through to schedule their events on our fields.

At this point, I have been working with the schools and college and we have almost all the fall events scheduled for the fields at Ta-Ha and Memorial.

This will also be a simple process for our staff to view and understand the calendar. All these activities can be viewed from the home page on our active site.

### **Recreation and Aquatics June /July**

After switching gears to our Recreation Camps, we have had some successful participation.

Individuals that had signed up for our single activities received a discount on their participation during the camp. I implemented three different age groups 5 and 6-year-olds, 7 and 8 years old, and 9 to 12-year-olds.

During the camps, our staff is working hard to make sure everything is implemented from all the activities in our catalog. We utilized AquqVenture and the football and baseball fields at Memorial.

Our partner recreation programs are also still ongoing through June and July. Instructional Hockey, Skateboard School, Gardening, and Movie Night.

### **Preparing for the Fall and Winter**

I am now preparing for our fall and winter programs that will be starting in late August and earlier September. I am bringing back the events that had great success last year and adding several new programs.

The new programs will put more emphasis on adult, family, and senior activities. Working with the senior center in Norfolk I'm excited to possibly host youth and adult activities in their building.

The fall and winter activities catalog are almost complete. The plan is to make sure families have the catalog at the conclusion of the summer. I will also have it in the schools at the beginning of the school year.

## Department Report July 2023

### **Major Incidents/Significant Events/Meetings**

- City council meetings on 1<sup>st</sup> and 3<sup>rd</sup> Mondays
- Arts Council meeting
- June tree board meeting
  - Green leaf award process continues

### **Project Outcomes**

- Master Plan Stakeholder meetings completed
- TaH abridger repair complete
- Letters of interest in for Ta Ha restroom
- Skate Park pump track 100% design complete
- First Boar Meeting completed
- Master Plan inventory site tours completed
- Master Plan Benchmark Analysis complete
- Skyview Lake pump repaired

### **Current Project**

- Green Leaf Award press release out
- Paving the area around the Skyview shop
- Adding additional sidewalk in Liberty Bell for ADA access to the fields and to the new restroom
- Liberty Bell restroom RFP is out
- Master Plan process underway
- Liberty Bell park playground design underway
- FRP out for Team Lockers at Ta Ha
- Johnson Park is out for bid
- Warren Cook Playground ordered
- Phase 2 liberty bell playground ordered
- Skyview dock RFP out
- Parks Signage installations
- Logo for whitewater park
- Skate Park Pump track work starts August 1st
- Landscaping, nature playground, wayfinding & historical panel design needed for Johnson Park
- 1<sup>st</sup> and Braasch Roundabout
- Trails Committee plan
- Johnson Park old equipment removals began
- Heaters being installed at AquaVenture

### **Upcoming Significant Events & Meetings**

- Public input meeting for Master Planning scheduled for August 29<sup>th</sup>
- Council Budget Review July 24<sup>th</sup>
- Liberty Playground Build Week August 14-16

### **Change in Park/Facility Status**

- 

### **Public Requests**

- Winter Park Irrigation
- Recycle Bins



## Parks and Rec Board Meeting Minutes

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**Thursday, July 20, 2023**  
**5:00 p.m.**  
**City Council Chambers**

The meeting was called to order at 5:00 p.m. Roll call found the following members present: Ann Dover, Patrick Gerhart, Jerrett Mills, Terry Rasmussen, Melissa Temple, Austin Truex, Angie Bailey, and Becki Wulf. Absent: Bill Robinson.

City staff present: Parks & Rec Director Nathan Powell, Parks Supervisor Mike Leise, Interim Sports Complex Supervisor, Ryan Beed, Parks & Rec Admin Assistant Jen Olson, City Engineer Steven Rames, Assistant City Engineer Anna Allen, Engineering Division staff Pat Boyle, Communications Director Nick Stevenson.

Others present: Councilman Webb, Councilman Granquist, and 16 members of the community.

Mills moved, seconded by Bailey to approve the July 20, 2023, agenda. Roll call: All Ayes. Nays: None. Absent: Robinson.

Gerhart moved, seconded by Wulf to approve the June 22, 2023, minutes. Roll call: All Ayes. Nays: None. Absent: Robinson.

Recreation Coordinator, Ron LaMie arrived at 5:05 p.m.

Powell provided an overview of the landscape design for the 1<sup>st</sup> and Braasch roundabout. Discussion followed. Dover made a motion to recommend approval of the landscape design for the 1<sup>st</sup> and Braasch roundabout, seconded by Bailey. Roll call: All Ayes. Nays: None. Absent: Robinson.

Parks Board member, Bill Robinson, arrived at 5:07 p.m.

Powell provided the history of the Trail Advisory Board and asked the Board if they would be interested in serving in that capacity or if they feel it should continue as a stand alone board. Discussion followed. Gerhart made a motion to recommend approval of the Parks Advisory Board to take over as the Trail Advisory Board as well, seconded by Dover. Roll call: All Ayes. Nays: None.



Mills asked Powell if they could skip over agenda item #8: discussion for the proposed Parks and Recreation Fees, and first have the monthly supervisor reports. Powell said yes, that was permissible.

Anna Allen left at 5:35 p.m.

Mike Leise provided his monthly report. Tree plantings, preparation of parks for events, well repairs, preparing for dirt work at Johnson Park, repairs at Embrace Park, preparation of pump track at the skate park, removal of equipment at Liberty Bell prior to the build week, and bids for concrete at the Skyview Shop. Board asked if the Liberty Bell equipment would be sold or donated. Leise explained it is hard to remove equipment without damaging it.

Ryan Beed provided his monthly report. Working on completing the bridge at Ta-Ha, pond cleaning, tree clean up after the storm, daily maintenance and field prep. Future projects: two back stops, field four ball padding, water/sewer bids at campground, field five updates, and dog park updates.

Ron LaMie provided his monthly report. Active program updates, summer recreation programs, partnerships, and fall catalog preparation. Trying to push advertising for programs.

Nathan Powell provided his monthly report. Master plan progress, survey, open house, and budget meetings. Responded to questions from the Board.

Powell provided a history of the Parks and Recreation fees and that the item was for discussion only. Powell showed the current fees and the fees he is suggesting and asked the Board for their input. Board discussion followed. Temple asked about swimming scholarships or assistance with the cost of passes, Robinson asked if we had a matrix to determine assistance and LaMie responded that there is not a matrix but they look at how they are paying for other things, e.g. food stamps, Medicaid etc. Mills opened the floor to the public.

Pat Boyle left at 6:24 p.m.

Dave Fauss expressed concern over the fees and was not in support of the increase for fees related to field use and the impact on their teams. Tina Kassmeier, Jeff Borer, Brant Wolff, and Keith Ragland spoke and also expressed concerns with the fee increase.

Gerhart motioned to adjourn the meeting at 6:38 p.m., Rasmussen seconded. Roll call: Ayes: Dover, Gerhart, Mills, Rasmussen, Temple, Truex, Bailey, Robinson and Wulf. Nays: None. Absent: None.

Next meeting will be on August 24, 2023, 5:00 p.m. in the City Council Chambers at 309 N 5<sup>th</sup> Street, Norfolk, NE.

Minutes recorded and taken by Jennifer Olson, Parks and Recreation Administrative Assistant.

RESOLUTION NO. 2023- 37

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

Section 1. The Mayor and City Council hereby find and determine that there has been placed on file with the City Clerk a study entitled Blight & Substandard Determination Study for the Norfolk Downtown Area prepared by JEO Consulting Group Inc. (the “Study”); and that, under Nebraska Revised Statutes Section 18-2109, it is necessary and appropriate to refer the Study to the Planning Commission of the City of Norfolk, Nebraska for its review and recommendation.

Section 2. The Study is hereby ordered submitted to the Planning Commission of the City of Norfolk for its review and recommendation.

Section 3. The City Clerk is hereby directed to set a public hearing upon the Study for the next practicable meeting of the Mayor and City Council for which notice can be given in accordance with Nebraska Revised Statutes, Sections 18-2109 and 18-2115.01, and which is to occur after the Planning Commission's recommendation is received. The City Clerk shall give notice of such hearing as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

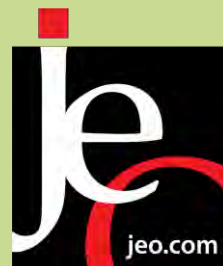
\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

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

2023

# City of Norfolk Downtown Area Study



JEO Consulting Group, Inc.

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## **Introduction**

### ***Purpose of the Study***

This Norfolk Downtown Area blight and substandard study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Norfolk's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Norfolk finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Norfolk Downtown Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

This blight and substandard study examines existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Norfolk to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Norfolk to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Norfolk must adhere to Nebraska Community Development Law.

### **Nebraska Revised State Statutes**

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

*It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102*

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

*The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.*

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

*The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105*

Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

***Substandard area*** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

***Blighted area*** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

*(v) the area has had either stable or decreasing population based on the last two decennial censuses.*

*In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;*

## **Substandard and Blight Eligibility Analysis**

### **Designated Study Area**

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is a commercial and residential district. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Norfolk can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Norfolk can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Norfolk is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Norfolk can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

### **Substandard and Blight Conditions**

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. **Dilapidation/deterioration\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Age or obsolescence**  
Estimate age of structures (40+ years criteria)
3. **Inadequate provision for ventilation, light, air, sanitation, or open spaces**  
Overall sight conditions
  - Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. **Other substandard conditions**
  - (a) High density of population and overcrowding (census); or
  - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes floodplain; or
  - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).



As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. **A substantial number of deteriorated or deteriorating structures\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Existence of defective or inadequate street layout**  
Condition of streets/inadequate access including sidewalks
  - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.
3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**  
Conditions associated with accessibility/usefulness of the lots
  - Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.
4. **Unsanitary or unsafe conditions**  
Conditions which pose a threat to public health and safety
  - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. **Deterioration of site or other improvements**  
Field observation of age and condition of public utilities, debris, and inadequate public improvements
  - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. **Diversity of ownership**  
The total number of unduplicated owners
  - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. **Tax or special assessment delinquency exceeding the fair value of the land**  
Examination of public records to determine the status of taxation of properties
  - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
8. **Defective or unusual conditions of title**  
Examine public records to determine any defective or unusual title defects
  - Examples include improper filings, liens, defective titles, etc.
9. **Improper subdivision or obsolete platting**  
Examine public records to determine improper subdivision and obsolete platting
  - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.
10. **The existence of conditions which endanger life or property by fire or other causes**  
Examine conditions which endanger life or property

- Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
- 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**
- Economic and/or socially undesirable land uses
- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
- 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
  - (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
  - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
  - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
  - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

\*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

#### **No Problem**

No structural or aesthetic problems are visible.

#### **Adequate Condition**

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

#### **Deteriorating Condition**

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind- or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

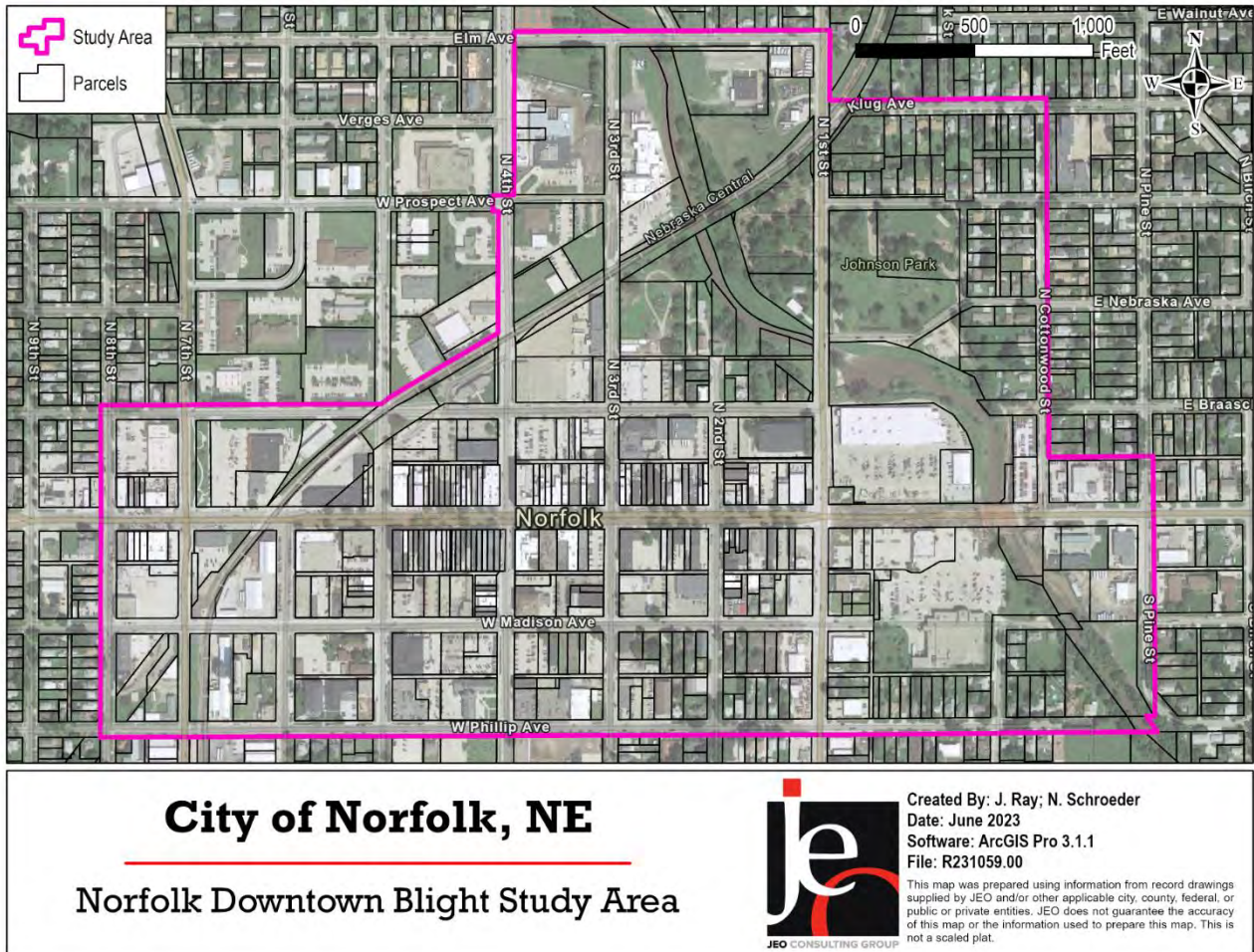
**Dilapidated Condition**

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

## **Designated Study Area**

The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

**Figure 1: Designated Study Area**



## **Recommended Blight and Substandard Area**

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 217.74 acres. The following legal description delineates the Recommended Area:

A PARCEL OF LAND LOCATED IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, STOVERS SUBDIVISION; THENCE EAST ON THE SOUTH RIGHT OF WAY LINE OF WEST PHILLIP AVENUE, A DISTANCE OF 4450 FEET, MORE OR LESS, TO THE EAST LINE OF PINE STREET; THENCE NORTH ON THE EAST RIGHT OF WAY LINE OF PINE STREET, A DISTANCE OF 1160 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 2, RUHLOWS AND BUSSEYS SUBURBAN LOTS; THENCE WEST, A DISTANCE OF 66 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, RUHLOWS AND BUSSEYS SUBURBAN LOTS; THENCE WEST ON THE SOUTH LINE OF LOTS 1 THROUGH 8 INCLUSIVE OF SAID BLOCK 1, A DISTANCE OF 370 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH ON THE EAST RIGHT OF WAY LINE OF NORTH COTTONWOOD STREET, A DISTANCE OF 1500 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF EAST KLUG AVENUE; THENCE WEST ON THE NORTH RIGHT OF WAY LINE OF EAST KLUG AVENUE, A DISTANCE OF 915 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF NORTH 1<sup>ST</sup> STREET; THENCE NORTH ON THE EAST RIGHT OF WAY LINE OF NORTH 1<sup>ST</sup> STREET, A DISTANCE OF 300 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF ELM AVENUE; THENCE WEST ON THE NORTH RIGHT OF WAY LINE OF ELM AVENUE, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF NORTH 4<sup>TH</sup> STREET; THENCE SOUTH ON THE EAST RIGHT OF WAY LINE OF NORTH 4<sup>TH</sup> STREET, A DISTANCE OF 680 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF WEST PROSPECT AVENUE; THENCE WEST ON THE NORTH RIGHT OF WAY LINE OF WEST PROSPECT AVENUE, A DISTANCE OF 90 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF NORTH 4<sup>TH</sup> STREET; THENCE SOUTH ON THE WEST RIGHT OF WAY LINE OF NORTH 4<sup>TH</sup> STREET, A DISTANCE OF 580 FEET, MORE OR LESS TO THE NORTHERLY RIGHT OF WAY LINE OF THE NEBRASKA CENTRAL RAILROAD; THENCE SOUTHWESTERLY ON SAID NORTHWESTERLY RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 575 FEET, MORE OR LESS, TO THE NORTH RIGHT OF WAY LINE OF WEST BRAASCH AVENUE; THENCE WEST ON THE NORTH RIGHT OF WAY LINE OF WEST BRAASCH AVENUE, A DISTANCE OF 1150 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF NORTH 8<sup>TH</sup> STREET; THENCE SOUTH ON THE WEST RIGHT OF WAY LINE OF NORTH 8<sup>TH</sup> STREET, A DISTANCE OF 1380 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## **Findings and Contributing Factors**

The intent of this study is to determine whether the Norfolk Downtown Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Friday, June 16, 2023, indicated the study area has such deterioration or lack of municipal infrastructure, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Norfolk Downtown Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the Norfolk Downtown Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures and other observed conditions within the Norfolk Downtown Area Blight Study Area.

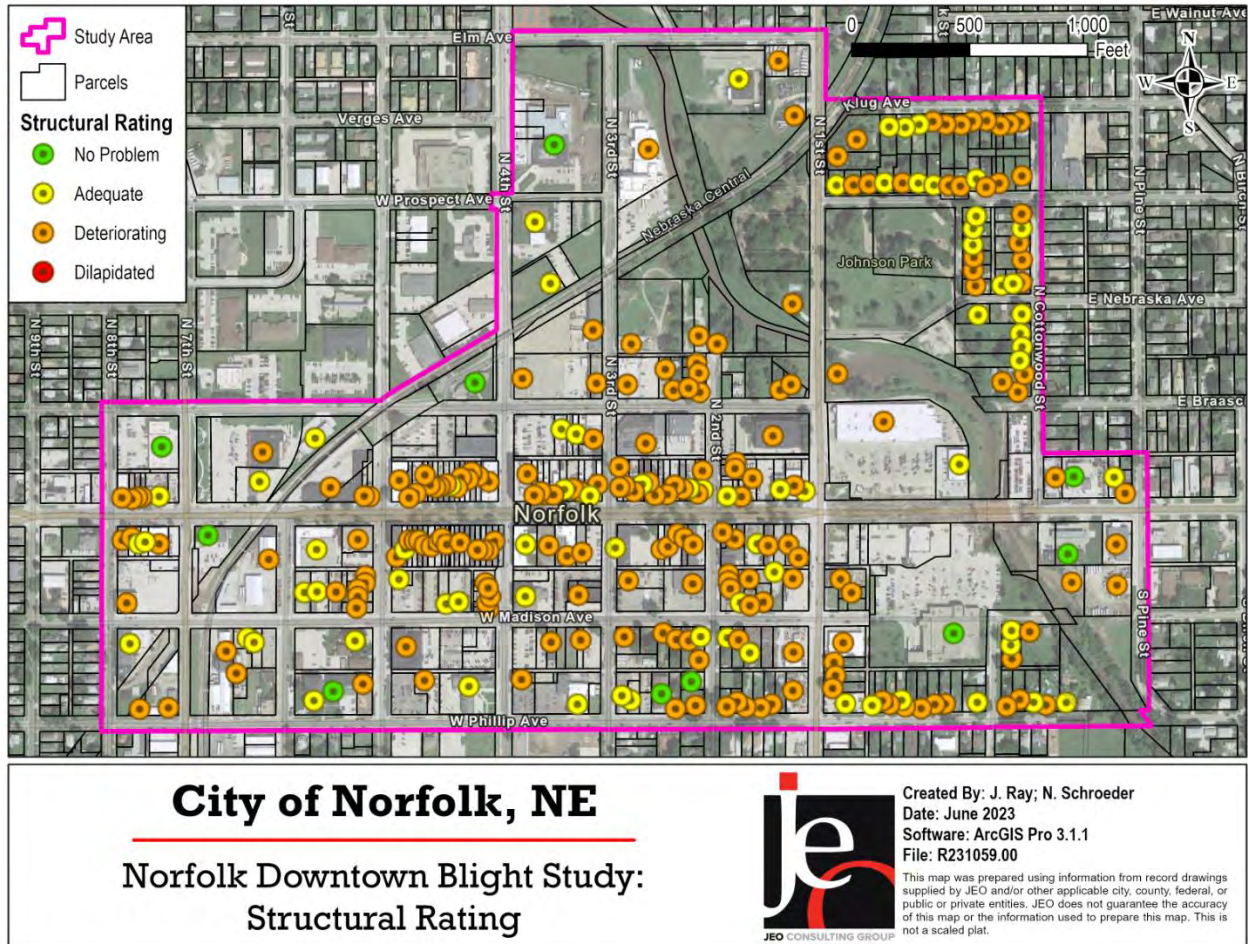
## **BLIGHTED CRITERIA CONDITIONS**

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

### **Substantial Number of Deteriorated or Deteriorating Structures**

As a rule, the primary structure for each parcel within the Norfolk Downtown Area Blight Study Area was examined. A total of 196 structures or 71% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrates the distribution of the structural ratings within the study area. This is not considered a significant contributing factor.

Figure 2, Structural Rating



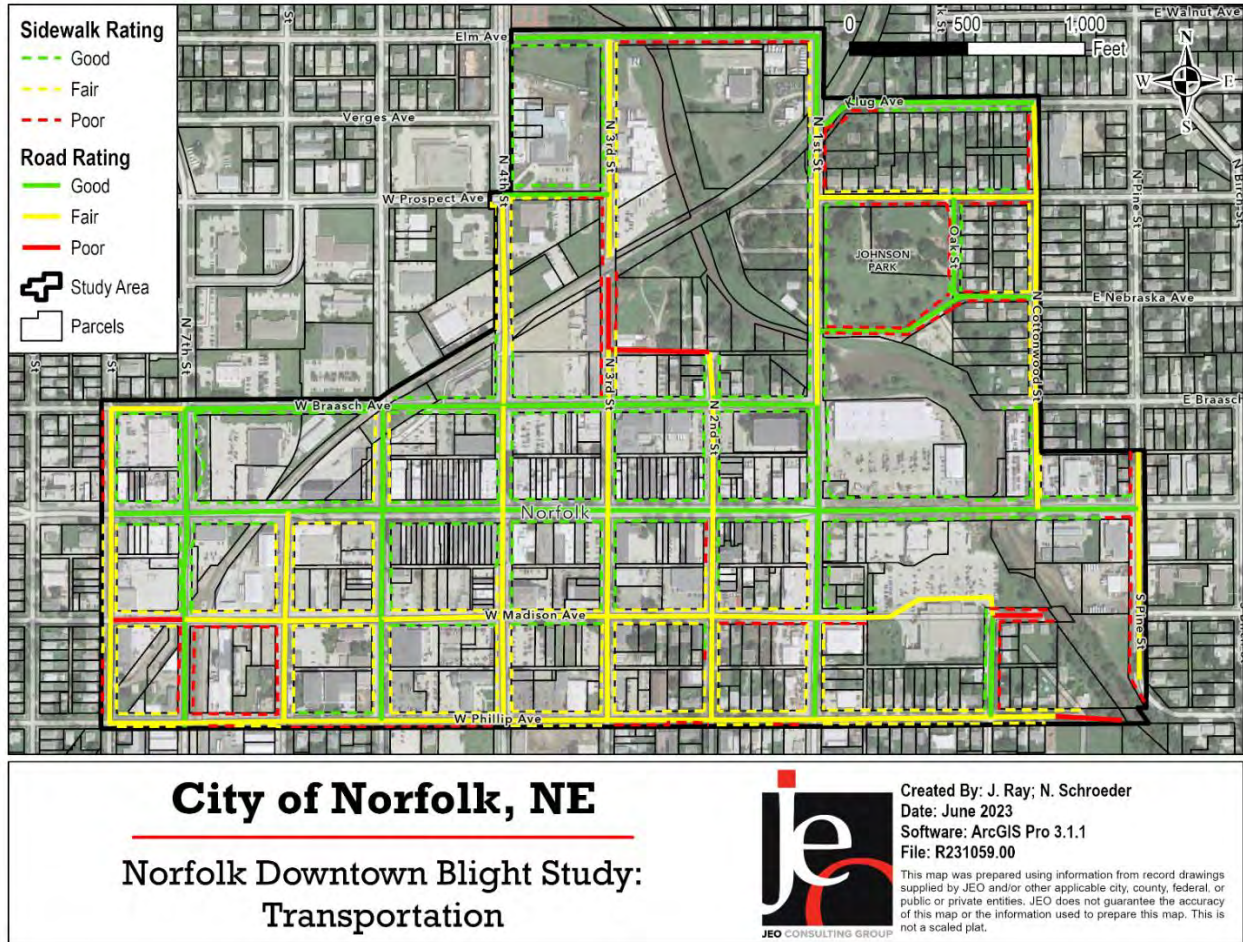
### **Defective or Inadequate Street Layout**

#### **Street Conditions and Accessibility**

Street conditions and accessibility within the Norfolk Downtown Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The transportation infrastructure conditions are illustrated on Figure 3.

Overall, the Norfolk Downtown Area Blight Study Area has good connectivity with the adjacent street and only minor obstructions of the grid network. This is not considered a contributing factor.

Figure 3, Transportation



**Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**

Throughout the Norfolk Downtown Area Blight Study Area, the lot sizes and shapes vary. Most commercial lots in the area are too narrow to adequately accommodate modern commercial building standards. In addition, some lots adjacent to the railroad corridor and North Fork of the Elkhorn River flume are odd shaped with acute angles diminishing the usefulness of the area. Overall, this factor is considered to be a contributing factor.

**Unsanitary or unsafe conditions**

*Conditions which pose a threat to public health and safety*

**Debris**

Debris piles were noted in the field analysis in 16 locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Drainage**

The area is bisected by the North Fork of the Elkhorn River flume which has steep banks and the potential to create unsafe localized flooding.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The average of residential and commercial structures in area is 89 years (1934) and 90 years (1933), respectively.



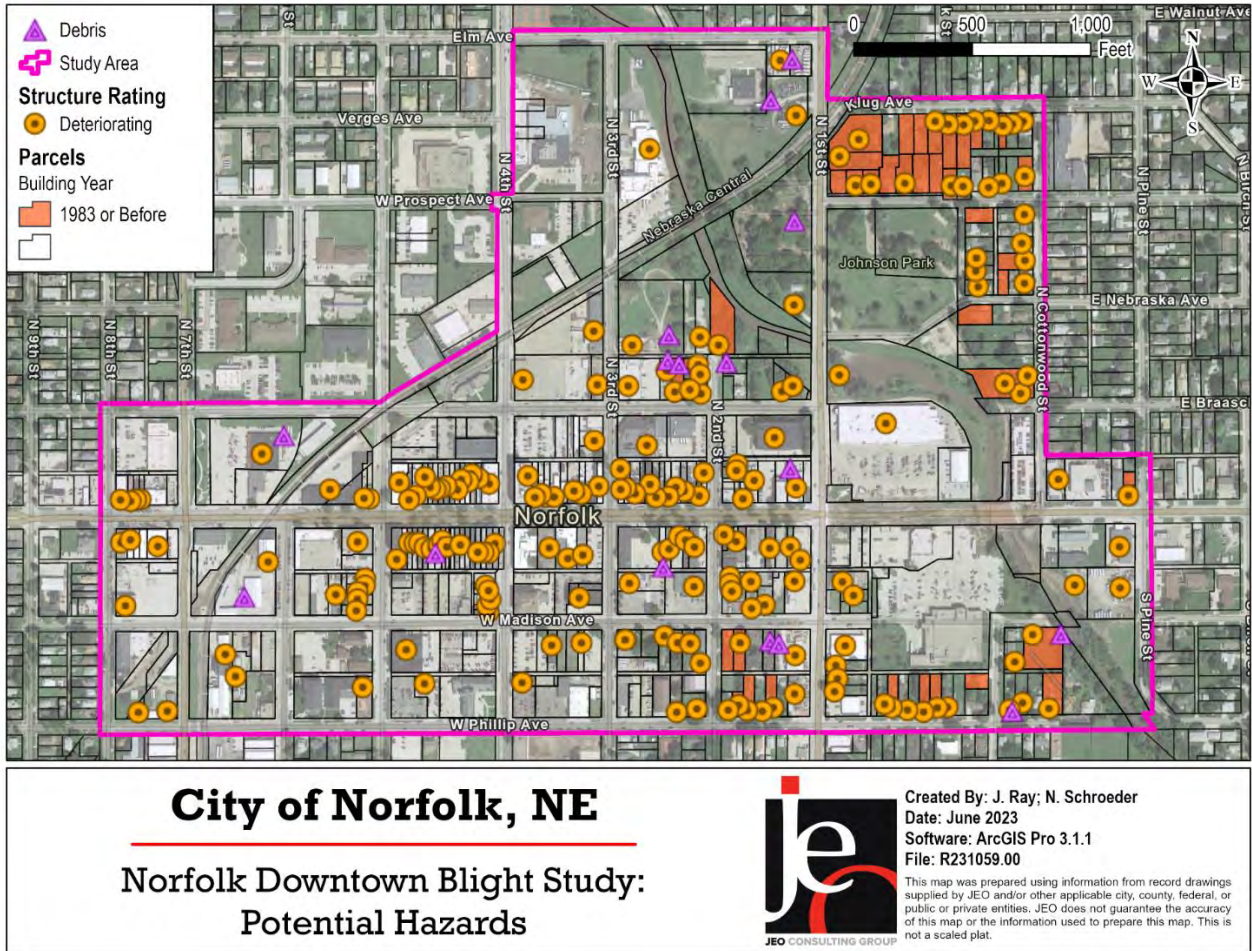
**Railroad Crossings**

The area is bisected by railroad tracks. Some crossings lack gates to prevent vehicular and pedestrian crossings when trains are occupying the area.

As a result, this factor is considered to be contributing the recommended blight designation.



Figure 4: Potentially Hazardous Conditions



**Deterioration of site or other improvements**

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

**Parking and driveways**

The field analysis noted numerous parking lots, driveways and outdoor storage areas that lacked hard surfaces or were in poor condition.

**Debris**

Debris piles were noted in the field analysis in 16 locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Drainage**

The area is bisected by the North Fork of the Elkhorn River flume which has steep banks and the potential to create unsafe localized flooding.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

**Railroad Crossings**

The area is bisected by railroad tracks. Some crossings lack gates to prevent vehicular and pedestrian crossings when trains are occupying the area.

As a result, this factor is considered to be contributing the recommended blight designation.



**Diversity of ownership**

The diversity of ownership is evident in the Norfolk Downtown Area Blight Study Area. There are 237 unique private property owners in the Norfolk Downtown Area Blight Study Area.

As a result, this factor is considered to be contributing to the recommended blight designation.

**Tax or special assessment delinquency exceeding the fair value of the land**

There was no evidence identified of taxes or special assessments exceeding the fair market value of the parcels in the study area.

**Defective or unusual conditions of title**

There was no evidence identified of defective or unusual conditions of title of the parcels in the study area.

As a result, this factor is not considered to be contributing to the recommended blight designation.

**Improper subdivision or obsolete platting**

**Obsolete platting**

Throughout the Norfolk Downtown Area Blight Study Area, the lot sizes and shapes vary. Most commercial lots in the area are too narrow to adequately accommodate modern commercial building standards and are considered obsolete.

**Improper Subdivision**

A review of the Madison County Assessors records revealed numerous buildings constructed across property lines and 18 landlocked parcels.

As a result, this factor is considered to be contributing the recommended blight designation.

**The existence of conditions which endanger life or property**

*Conditions which pose a threat to public health and safety*

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. The average of residential and commercial structures in area is 89 years (1934) and 90 years (1933), respectively.

**Debris**

Debris piles were noted in the field analysis in 16 locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Drainage and Floodway**

The area is bisected by the North Fork of the Elkhorn River flume which has steep banks and the potential to create unsafe localized flooding.

**Railroad Crossings**

The area is bisected by railroad tracks. Some crossings lack gates to prevent vehicular and pedestrian crossings when trains are occupying the area.

As a result, this factor is considered to be contributing the recommended blight designation.

**Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.**

The combination of deterioration of the structures, site improvements and debris are factors observed in the field analysis that could impair sound growth or redevelopment of the community.

As a result, it is considered a substantial contributor to the Norfolk Downtown Area Blight Study Area to be considered blighted.

**Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**

The average age of the residential structures in the area is at least 40 years. The average age of the residential structures is 89 years (1934). In addition, the average age of the commercial structures 90 years (1933). This is considered a substantial contributor to the Norfolk Downtown Area Blight Study Area to be considered blighted.

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## **SUBSTANDARD CRITERIA**

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

### **Dilapidation/deterioration**

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Norfolk Downtown Area Blight Study Area.

A total of 196 structures or 71% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrates the structural ratings within the study area. This is considered a significant contributing factor.

### **Age or obsolescence**

Information regarding the age of the permanent structures within the Norfolk Downtown Area Blight Study Area was provided by the Madison County Assessor's Office.

The average age of the residential structures in the area is at least 40 years. The average of residential and commercial structures in area is 89 years (1934) and 90 years (1933), respectively. Therefore, this is considered a contributing substandard factor. Note: The data containing the age of the public and quasi-public structures was not available and was not included in the age of structures analysis.

### **Inadequate provision for ventilation, light, air, sanitation, or open spaces**

#### **Poor Drainage and Sanitation**

The Norfolk Downtown Area Blight Study Area contains areas of trash and debris. However, this alone is not considered significant to be considered a contributing factor.

### **Other Substandard Conditions**

The existence of conditions which endanger life or property.

#### **Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

#### **Debris**

Debris piles were noted in the field analysis in 16 locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

#### **Drainage and Floodway**

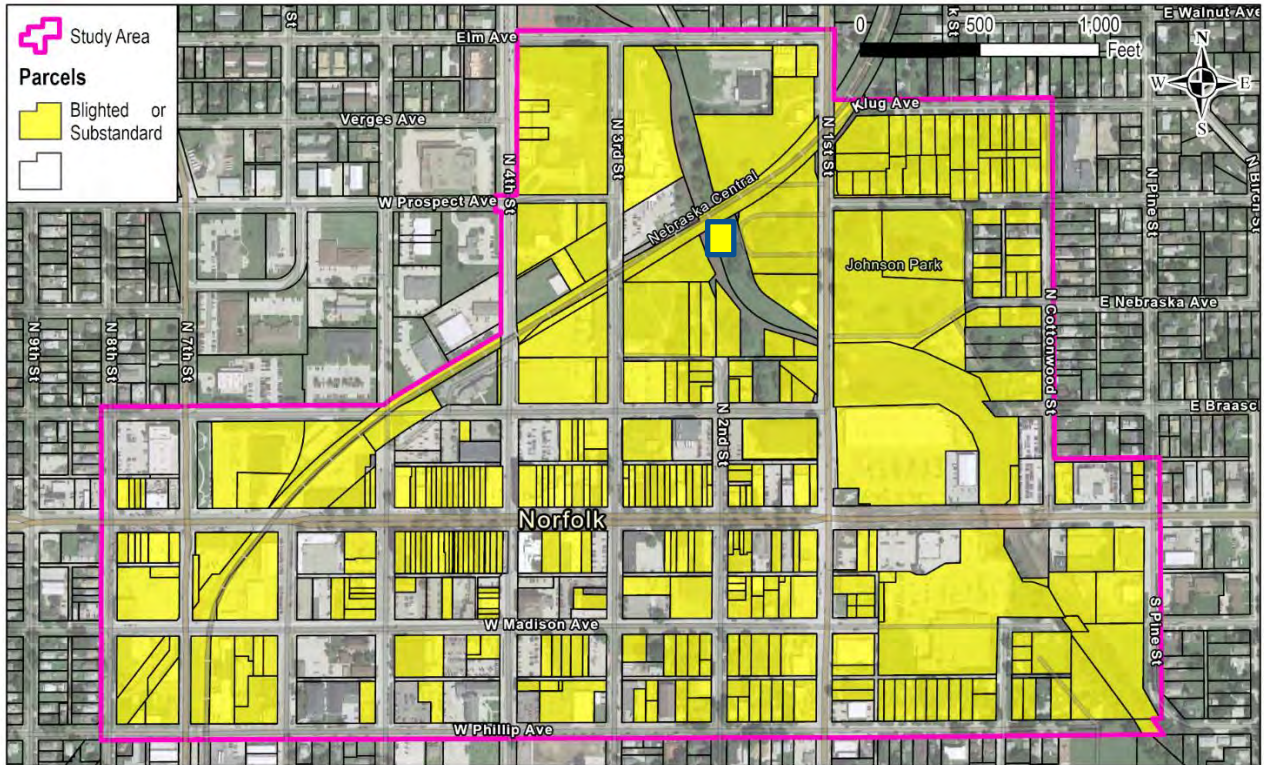
The area is bisected by the North Fork of the Elkhorn River flume which has steep banks and the potential to create unsafe localized flooding.

#### **Railroad Crossings**

The area is bisected by railroad tracks. Some crossings lack gates to prevent vehicular and pedestrian crossings when trains are occupying the area.

The existence of conditions which endanger life or property are considered a contributing factor.

Figure 5: Parcels Showing Blight and Substandard Criteria



<p><b>City of Norfolk, NE</b></p> <hr/> <p><b>Norfolk Downtown Blight Study: Characteristics of Blight &amp; Substandard Area</b></p>	 <p><small>JEO CONSULTING GROUP</small></p>	<p>Created By: J. Ray; N. Schroeder Date: July 2023 Software: ArcGIS Pro 3.1.1 File: R231059.00</p> <p><small>This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.</small></p>
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## **Blighted and Substandard Findings**

The Norfolk Downtown Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has a myriad items that were considered beyond the remedy and control of the normal regulatory process of the City of Norfolk or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

**Table 1: Summary Matrix**

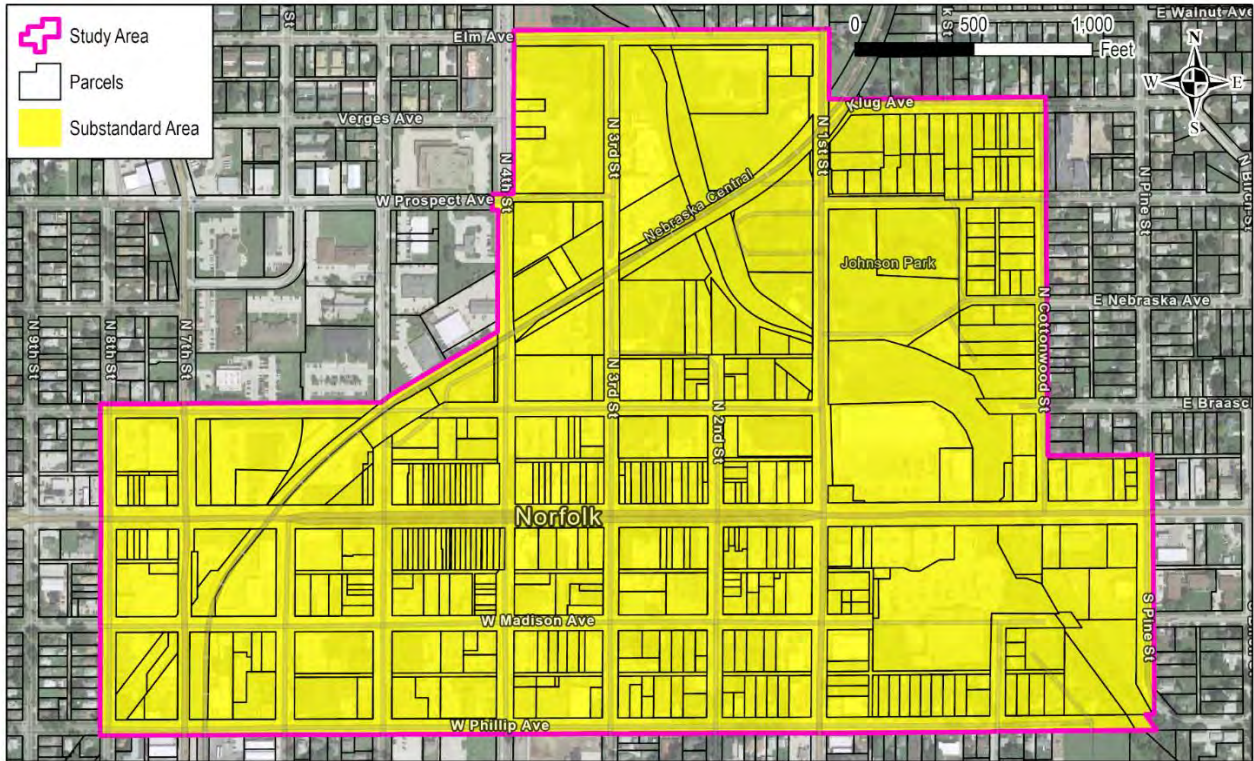
<b>Criteria</b>	
Structure condition	Yes
Street layout	No
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of structure	Yes
<b>BLIGHT TOTALS</b>	<b>9/12</b>
Exterior inspection of structures	Yes
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
<b>SUBSTANDARD TOTALS</b>	<b>3/4</b>
<b>TOTALS</b>	<b>12/16</b>

## **Conclusion**

Several conditions within the Norfolk Downtown Area were observed during the field survey which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the Norfolk Downtown Area Blight Study Area, and as such, parcels within the boundaries of the Norfolk Downtown Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Norfolk Downtown Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Norfolk and the Community Development Agency. The City of Norfolk should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Norfolk Downtown Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 6 Recommended Blight and Substandard Designation



## City of Norfolk, NE

### Norfolk Downtown Blight Study: Recommended Blight & Substandard Area

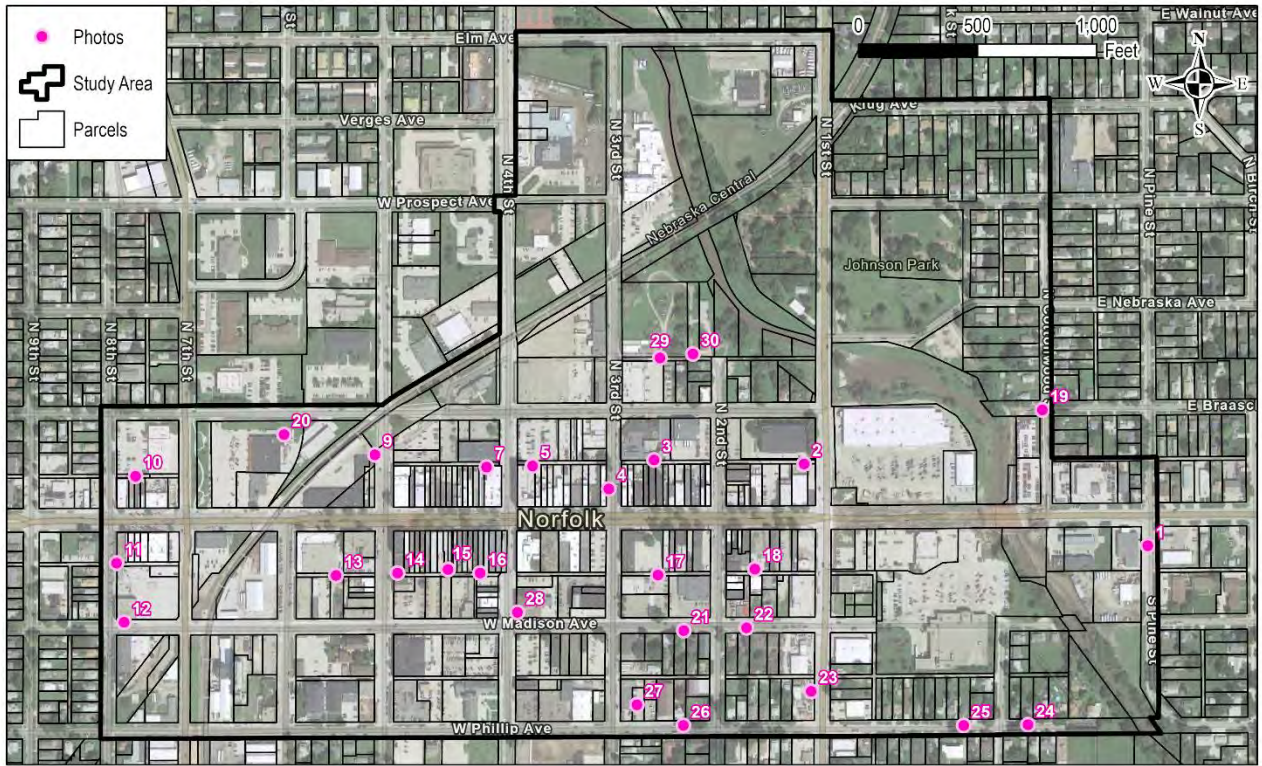


Created By: J. Ray; N. Schroeder  
Date: June 2023  
Software: ArcGIS Pro 3.1.1  
File: R231059.00

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## Appendix A Photo Exhibit



## City of Norfolk, NE

### Norfolk Downtown Blight Study: Photo Guide



Created By: J. Ray, N. Schroeder  
Date: August 2023  
Software: ArcGIS Pro 3.1.1  
File: R231059.00

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Location 1



Location 2



Location 3



Location 4



Location 5



Location 7



Location 9





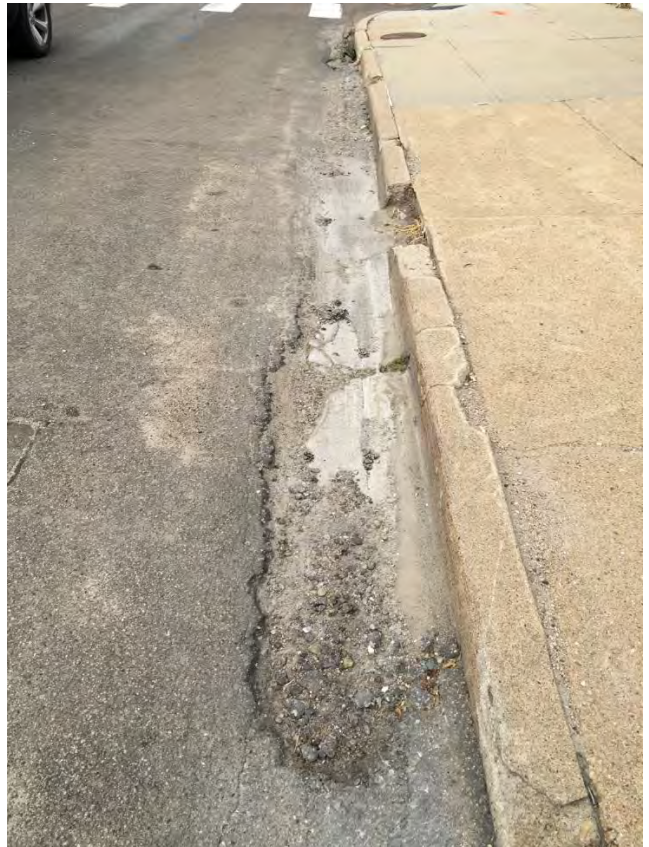


Location 10





Location11



Location 12



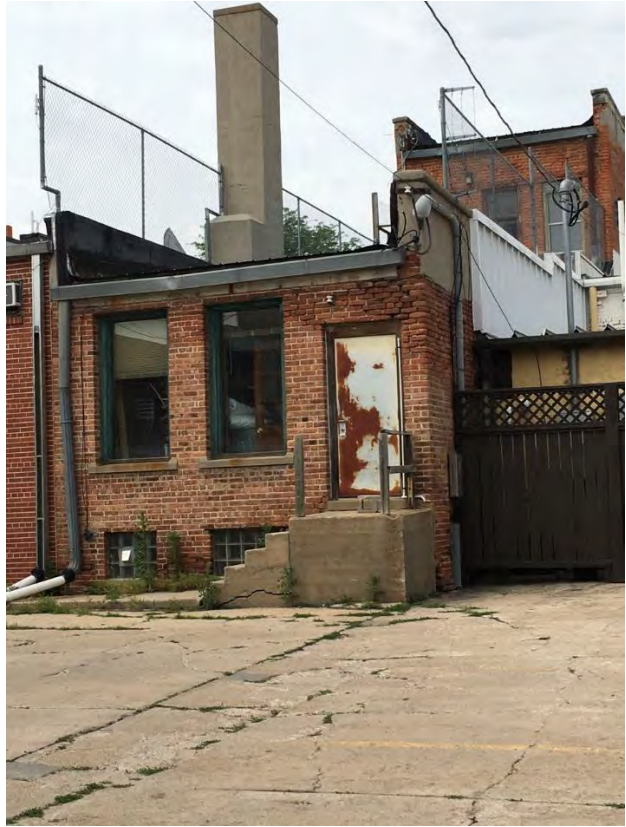
Location 13



Location 14



Location 15



Location 16

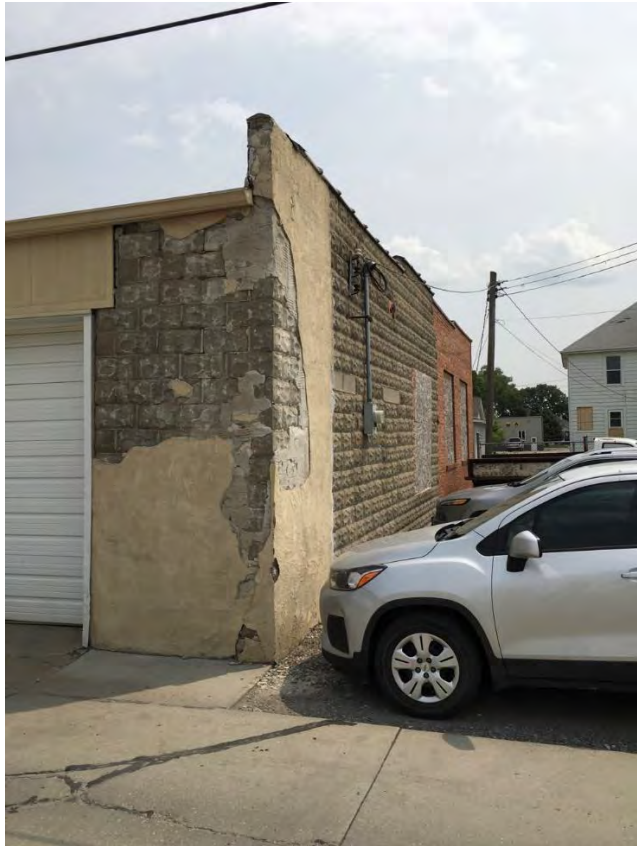




Location 17



Location 18



Location 19





Location 20





Location 21



Location 22



Location 23



Location 24



Location 25



Location 26



Location 27



Location 28



Location 29



Location 30









RESOLUTION NO. 2023- 38

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

Section 1. The Mayor and City Council hereby find and determine that there has been placed on file with the City Clerk a study entitled Blight & Substandard Determination Study for the Wyndham Hills Area prepared by JEO Consulting Group Inc. (the “Study”); and that, under Nebraska Revised Statutes Section 18-2109, it is necessary and appropriate to refer the Study to the Planning Commission of the City of Norfolk, Nebraska for its review and recommendation.

Section 2. The Study is hereby ordered submitted to the Planning Commission of the City of Norfolk for its review and recommendation.

Section 3. The City Clerk is hereby directed to set a public hearing upon the Study for the next practicable meeting of the Mayor and City Council for which notice can be given in accordance with Nebraska Revised Statutes, Sections 18-2109 and 18-2115.01, and which is to occur after the Planning Commission's recommendation is received. The City Clerk shall give notice of such hearing as required by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

Approved as to form: \_\_\_\_\_

Danielle Myers-Noelle, City Attorney

2023

# City of Norfolk Wyndham Hills Area Study



JEO Consulting Group, Inc.

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## **Introduction**

### ***Purpose of the Study***

This Wyndham Hills Area blight and substandard study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Norfolk's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Norfolk finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Wyndham Hills Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

This blight and substandard study examines existing conditions of land use, physical and other constraints, buildings, and structures within the designated study area in the City of Norfolk to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Norfolk to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Norfolk must adhere to Nebraska Community Development Law.

**Nebraska Revised State Statutes**

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

*It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102*

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

*The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.*

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads:

*The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105*

Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

***Substandard area*** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

***Blighted area*** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or

*(v) the area has had either stable or decreasing population based on the last two decennial censuses.*

*In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;*

## **Substandard and Blight Eligibility Analysis**

### **Designated Study Area**

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is a residential district. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Norfolk can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Norfolk can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Norfolk is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Norfolk can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

### **Substandard and Blight Conditions**

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. **Dilapidation/deterioration\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Age or obsolescence**  
Estimate age of structures (40+ years criteria)
3. **Inadequate provision for ventilation, light, air, sanitation, or open spaces**  
Overall sight conditions
  - Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. **Other substandard conditions**
  - (a) High density of population and overcrowding (census); or
  - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes floodplain; or
  - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns,

inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. **A substantial number of deteriorated or deteriorating structures\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Existence of defective or inadequate street layout**  
Condition of streets/inadequate access including sidewalks
  - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.
3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**  
Conditions associated with accessibility/usefulness of the lots
  - Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.
4. **Unsanitary or unsafe conditions**  
Conditions which pose a threat to public health and safety
  - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. **Deterioration of site or other improvements**  
Field observation of age and condition of public utilities, debris, and inadequate public improvements
  - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. **Diversity of ownership**  
The total number of unduplicated owners
  - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. **Tax or special assessment delinquency exceeding the fair value of the land**  
Examination of public records to determine the status of taxation of properties
  - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
8. **Defective or unusual conditions of title**  
Examine public records to determine any defective or unusual title defects
  - Examples include improper filings, liens, defective titles, etc.
9. **Improper subdivision or obsolete platting**  
Examine public records to determine improper subdivision and obsolete platting
  - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.



- 10. The existence of conditions which endanger life or property by fire or other causes**  
Examine conditions which endanger life or property
- Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
- 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**  
Economic and/or socially undesirable land uses
- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
- 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
  - (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
  - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
  - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
  - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

\*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

#### **No Problem**

No structural or aesthetic problems are visible.

#### **Adequate Condition**

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

#### **Deteriorating Condition**

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind- or waterproof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

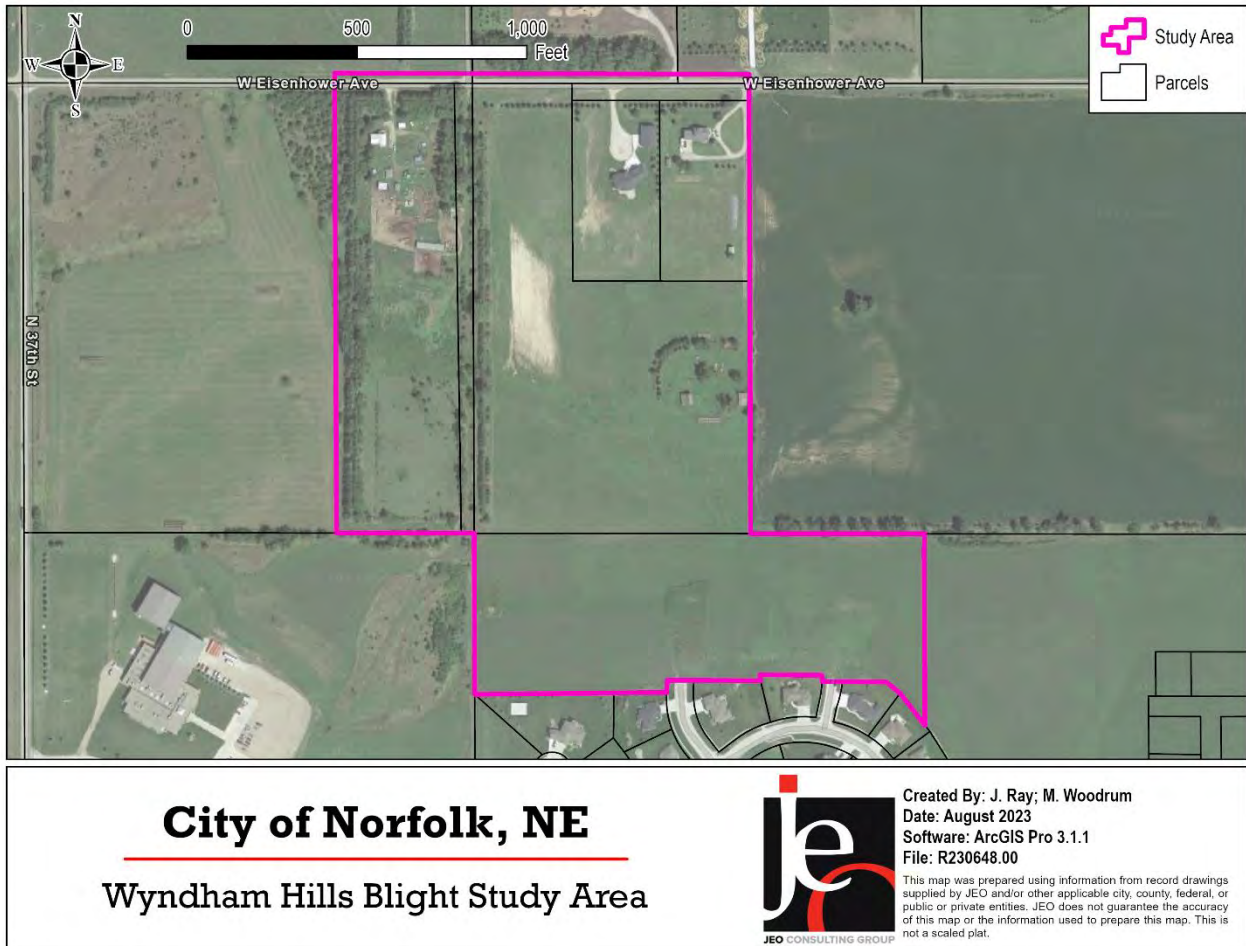
**Dilapidated Condition**

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

## **Designated Study Area**

The study area as identified can be found in Figure 1. For this study, the study area will be known as the “Designated Study Area” which was reviewed for substandard and blight characteristics.

**Figure 1: Designated Study Area**



## **Recommended Blight and Substandard Area**

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 51.72 acres. The following legal description delineates the Recommended Area

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17 AND IN THE SOUTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTHERLY ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EISENHOWER AVENUE AND THE POINT OF BEGINNING. THENCE EASTERLY ON THE SAID NORTHERLY LINE RIGHT-OF-WAY LINE, 815 FEET, MORE OR LESS TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 2, FEILMEIER'S EISENHOWER AVENUE ADDITION TO MADISON COUNTY; THENCE SOUTHERLY ON SAID EAST LINE AND ITS NORTHERLY EXTENSION, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE CONTINUING SOUTHERLY, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE EASTERLY ON SAID NORTH LINE, TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, TO NORTHERLY LINE OF WYNDHAM HILLS ADDITION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ON SAID EAST LINE, TO A POINT 11 FEET, MORE OR LESS SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY 363 FEET, MORE OR LESS; THENCE NORTHERLY PARALLEL WITH AND 363 FEET, MORE OR LESS, DISTANT FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17, TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING NORTHERLY TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST EISENHOWER AVENUE; THENCE EASTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

## **Findings and Contributing Factors**

The intent of this study is to determine whether the Wyndham Hills Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Tuesday, April 11, 2023, indicated the study area has such deterioration or lack of municipal infrastructure, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Wyndham Hills Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the Wyndham Hills Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures and other observed conditions within the Wyndham Hills Area Blight Study Area.

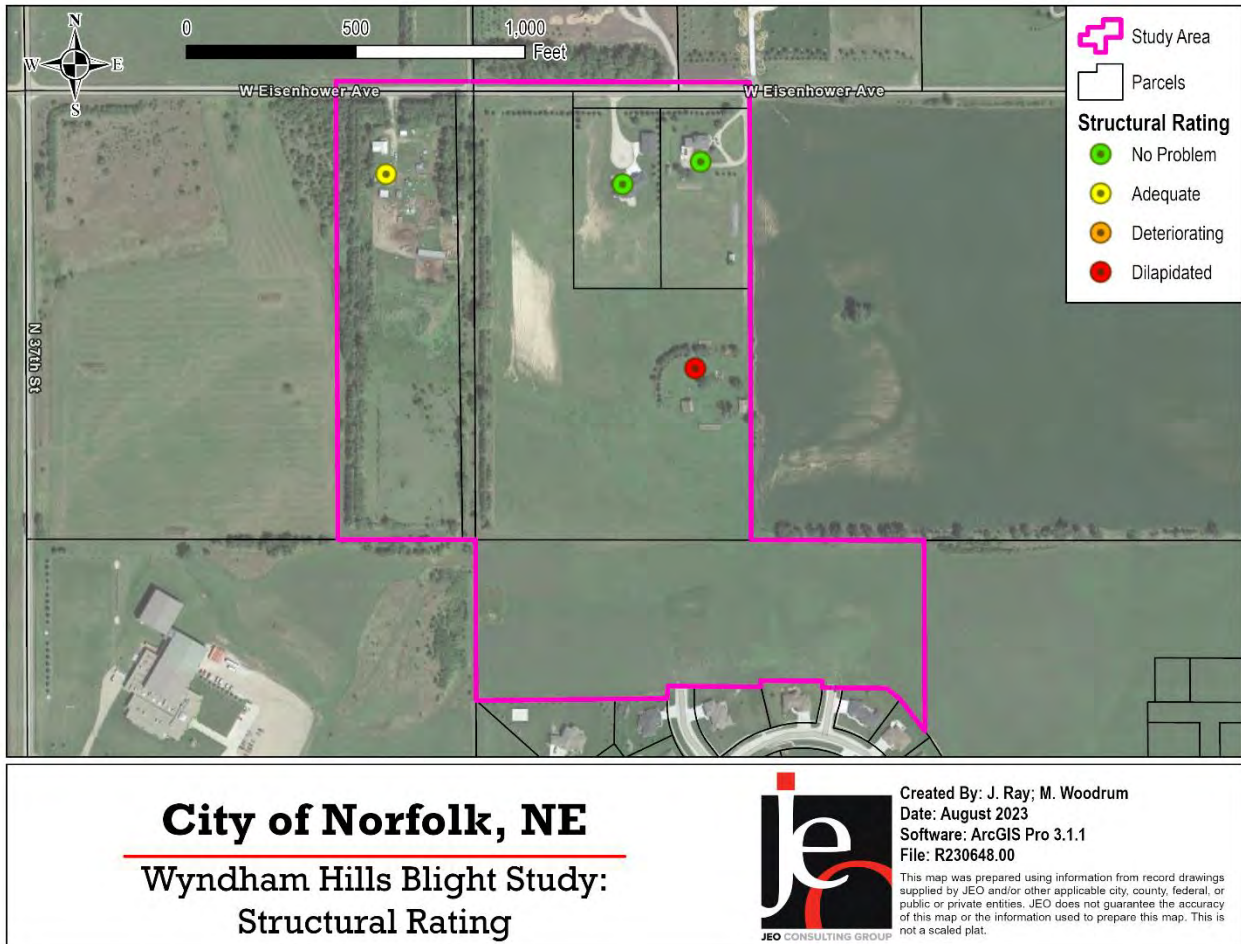
## **BLIGHTED CRITERIA CONDITIONS**

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

### **Substantial Number of Deteriorated or Deteriorating Structures**

As a rule, the primary structure for each parcel within the Wyndham Hills Area Blight Study Area was examined. A total of 2 of 4 structures or 50% of the structures within the designated study area were graded as deteriorating or dilapidated. Figure 2 illustrates the distribution of the structural ratings within the study area. This is not considered a significant contributing factor.

**Figure 2, Structural Rating**



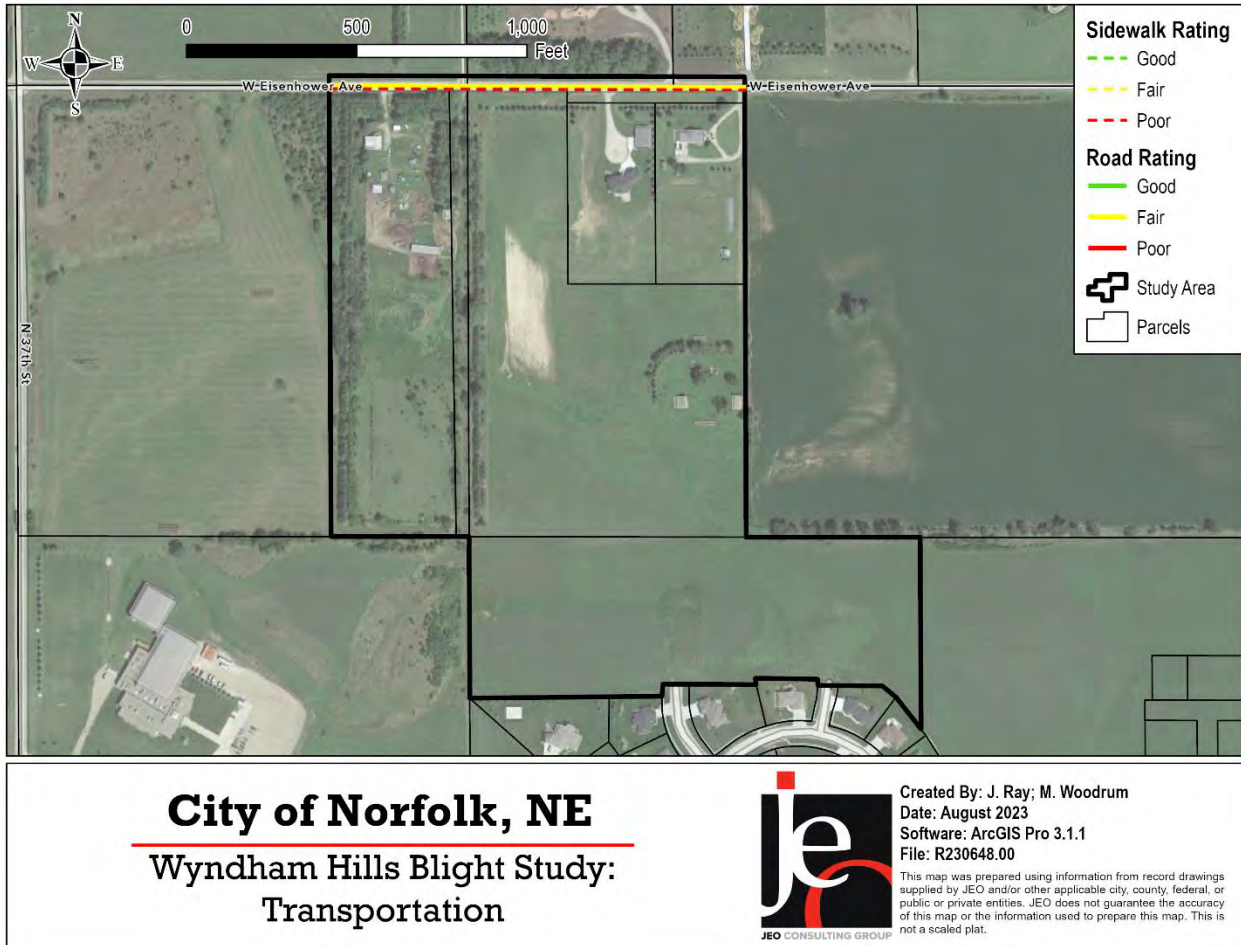
### **Defective or Inadequate Street Layout**

#### **Street Conditions and Accessibility**

Street conditions and accessibility within the Wyndham Hills Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The noted deficiencies are: poor surface condition, missing or incomplete Streets; and the vast majority of the area is missing sidewalks. The transportation infrastructure conditions are illustrated on Figure 3.

Overall, the Wyndham Hills Area Blight Study Area has limited connectivity with the adjacent street and lacks an efficient transportation network. Due to the lack of connectivity and sidewalks, this is considered a contributing factor.

Figure 3, Transportation



**Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**

Throughout the Wyndham Hills Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped or too narrow and have limited use due to size and shape. In addition, the area lacks infrastructure improvements for drainage, accessibility, and usefulness. Overall, this factor is considered to be contributing factor.

**Unsanitary or unsafe conditions**

*Conditions which pose a threat to public health and safety*

**Debris**

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

**Drainage**

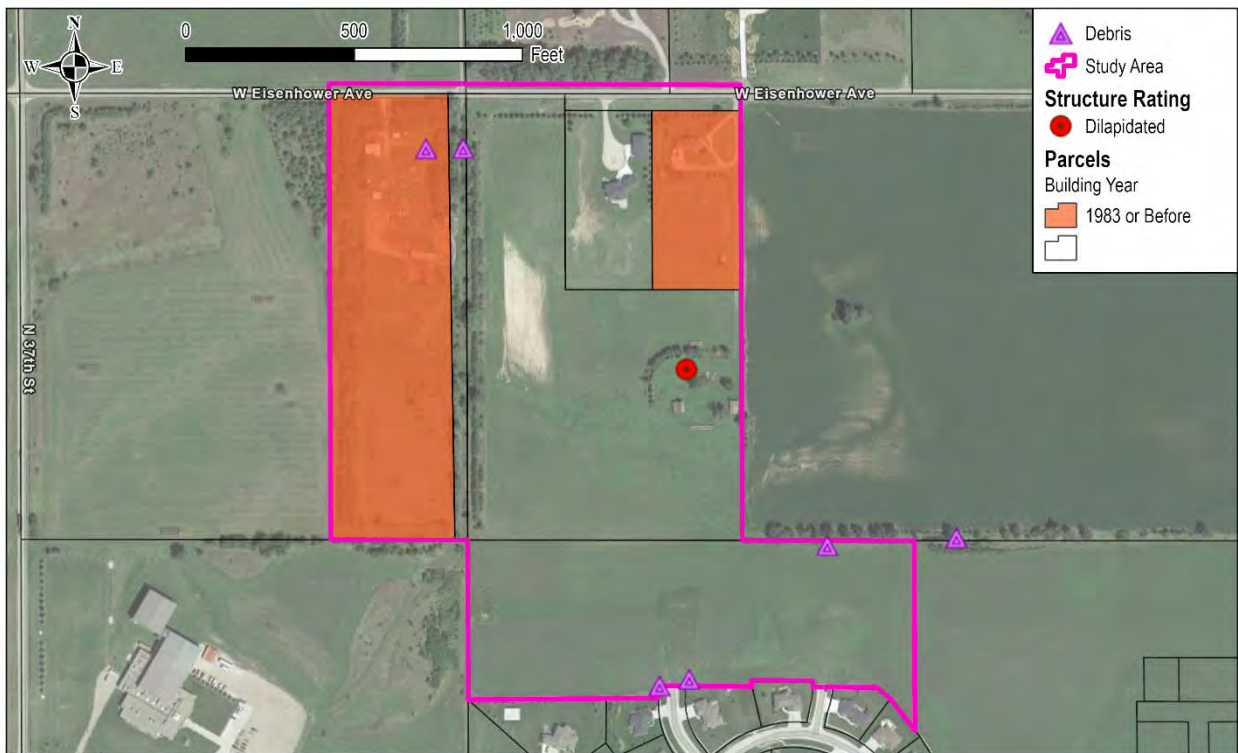
The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

**Age of Structure**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling. As a result, this factor is considered to be contributing the recommended blight designation.



Figure 4: Potentially Hazardous Conditions



<p><b>City of Norfolk, NE</b>                  Wyndham Hills Blight Study:                  Potential Hazards</p>		<p>Created By: J. Ray; M. Woodrum                  Date: August 2023                  Software: ArcGIS Pro 3.1.1                  File: R230648.00                  This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.</p>
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**Deterioration of site or other improvements**

The age of the structures and condition of public utilities, debris, and inadequate public improvements.

**Debris**

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

**Drainage**

The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

**Age of Structures**

The average age of the residential structures is 71 years old.



As a result, this factor is considered to be contributing the recommended blight designation.

**Diversity of ownership**

The diversity of ownership is evident in the Wyndham Hills Area Blight Study Area. There are five unique private property owners on the six properties in the Wyndham Hills Area Blight Study Area.

As a result, this factor is considered to be contributing the recommended blight designation.

**Tax or special assessment delinquency exceeding the fair value of the land**

There was no evidence identified of taxes or special assessments exceeding the fair market value of the parcels in the study area.

**Defective or unusual conditions of title**

The titles of the parcels in the western half of the northwestern quarter section of section 17 have a potential defective title with an undefined area affecting two parcels in the study area and two parcels outside the study area. A title company is needed to determine junior and senior rights to area of undetermined east and west length by 2 Rods north and south.

As a result, this factor is considered to be contributing the recommended blight designation.

**Improper subdivision or obsolete platting**

**Obsolete platting**

Throughout the Wyndham Hills Area Blight Study Area, the lot sizes and shapes vary. Some lots are too narrow and too large in need of additional subdivision; while some are odd shaped or have limited use due to the shape and size.

As a result, this factor is considered to be contributing the recommended blight designation.

**The existence of conditions which endanger life or property**

*Conditions which pose a threat to public health and safety*

**Debris**

Debris piles were noted in the field analysis in five locations. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease. In addition, the debris piles could pose a fire hazard to nearby structures and residents.

**Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

**Drainage**

The area is bisected by a “blueline” stream which has the potential to create unsafe drainage or localized flooding.

**Age of Structures**

The average age of the residential structures is 71 years old.

As a result, this factor is considered to be contributing the recommended blight designation.

**Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.**

The lack of public infrastructure and topographic conditions including proper engineering and permitting of the drainage of the area with a “blue line” stream and other minor factors were identified or observed in the field analysis that could impair sound growth of the community.

As a result, it is considered a substantial contributor to the Wyndham Hills Area Blight Study Area to be considered blighted.

**Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**

The average age of the residential structures in the area is at least 40 years. The average age of the residential structures is 71 years (1952). In addition, the one agricultural structure is dated back to 1900 or 123 years old.

---

## **SUBSTANDARD CRITERIA**

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

### **Dilapidation/deterioration**

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Wyndham Hills Area Blight Study Area.

Fifty percent or 2 of 4 structures within the designated study area were graded as deteriorating. Figure 2 illustrated the structural ratings within the study area. This is not considered a significant contributing factor.

### **Age or obsolescence**

Information regarding the age of the permanent structures within the Wyndham Hills Area Blight Study Area was provided by the Madison County Assessor's Office.

The average age of the residential structures in 71 years, therefore, this is considered a contributing substandard factor.

### **Inadequate provision for ventilation, light, air, sanitation, or open spaces**

#### **Poor Drainage and Sanitation**

The Wyndham Hills Area Blight Study Area contains areas of trash and debris. However, this is not considered significant enough to be considered a contributing factor.

### **Other Substandard Conditions**

The existence of conditions which endanger life or property.

#### **Age of Structures**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

#### **Debris**

Debris piles were noted in the field analysis in five locations. This can contribute to fire danger, harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease.

#### **Sidewalks**

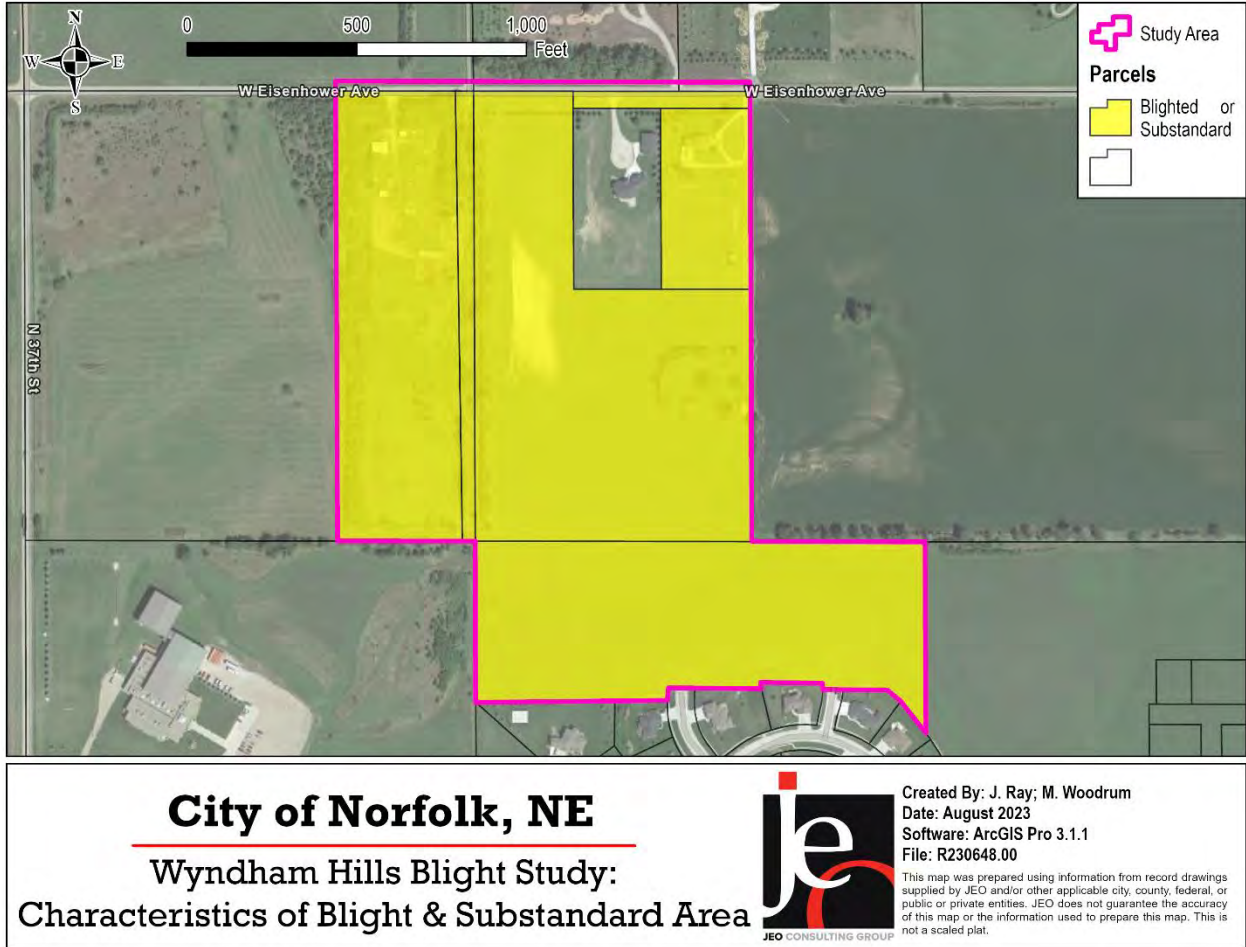
The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

#### **Drainage**

The area is bisected by a "blueline" stream which has the potential to create unsafe drainage or localized flooding.

As a result, this factor is considered to be contributing the recommended blight designation.

Figure 5: Parcels Showing Blight and Substandard Criteria



## **Blighted and Substandard Findings**

The Wyndham Hills Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has criteria of blight or substandard conditions that were considered beyond the remedy and control of the normal regulatory process of the City of Norfolk or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

**Table 1: Summary Matrix**

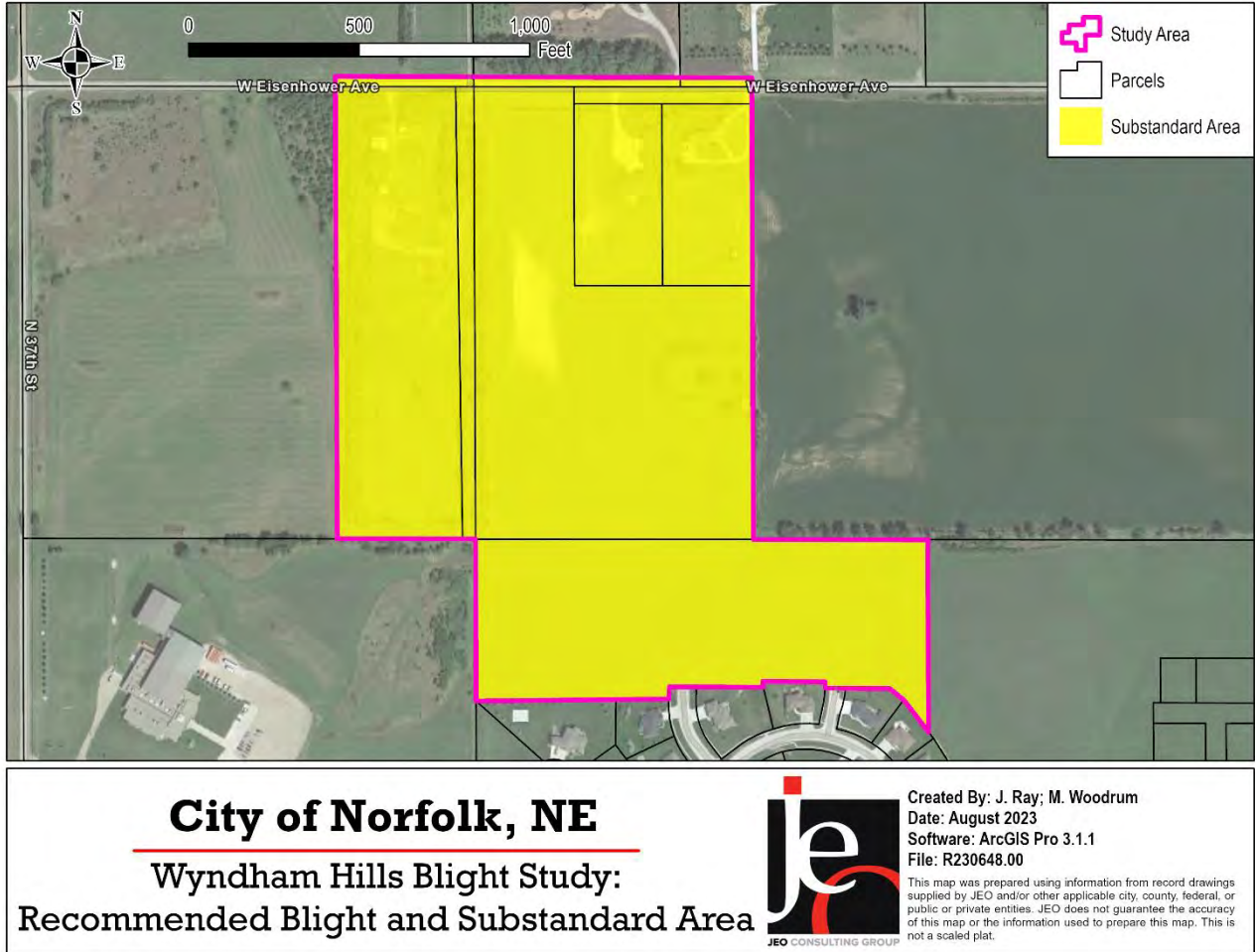
<b>Criteria</b>	
Structure condition	No
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	Yes
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of Structure	Yes
<b>BLIGHT TOTALS</b>	<b>10/12</b>
Exterior inspection of structures	No
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
<b>SUBSTANDARD TOTALS</b>	<b>2/4</b>
<b>TOTALS</b>	<b>12/16</b>

## **Conclusion**

Several conditions within the Wyndham Hills Area were observed during the field survey which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the Wyndham Hills Area Blight Study Area, and as such, parcels within the boundaries of the Wyndham Hills Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Wyndham Hills Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Norfolk and the Community Development Agency. The City of Norfolk should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Wyndham Hills Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Figure 6 Recommended Blight and Substandard Designation



Appendix A  
Photo Exhibit



## City of Norfolk, NE

### Wyndham Hills Blight Study: Photo Guide



Created By: J. Ray; M. Woodrum  
Date: August 2023  
Software: ArcGIS Pro 3.1.1  
File: R230648.00

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.



Photo 1



Photo 2



Photo 3



DRAFT Wyndham Hills Blight Study Area, June 12, 2023

Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



City of Norfolk, Nebraska  
 Engineering Division  
 c/o Anna Allen  
 309 North 5<sup>th</sup> Street  
 Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	
Tract #:	S
Parcel Address:	

**PERMANENT EASEMENT**

***KNOW ALL MEN BY THESE PRESENTS:***

THAT **Nediel Santos Exposito and Caren Santos, husband and wife**, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of **ONE and NO/100 DOLLARS (\$1)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY of NORFOLK, NEBRASKA, a Municipal Corporation**, hereinafter referred to as "CITY," and to its successors and assigns, a Permanent Easement for the purpose of sidewalk construction and grading, utility installation and appurtenances thereto, and the subsequent maintenance of the same on the parcel of land described as follows, to-wit:

Lot 1, Block 5, C.B. Durland’s Second Addition to the City of Norfolk, Madison County, Nebraska.

The permanent easement location is further described as follows, to-wit:

***THAT PART OF LOT 1, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S01°44'45"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE S87°54'16"W, A DISTANCE OF 121.98 FEET; THENCE N01°46'00"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 121.99 FEET TO THE POINT OF BEGINNING. CONTAINING 601 SQUARE FEET MORE OR LESS.***

**SEE ATTACHED  
PERMANENT EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

1. That this permanent easement is perpetual and runs with title to the land and shall be binding on the parties hereto, their successors in interest in the real estate, heirs, successors, personal representatives and assigns.
2. That this permanent easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
3. That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the construction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
4. That this permanent easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
5. That the OWNER, shall fully use and enjoy the aforesaid premises, except as to the rights herein granted. The OWNER, its successors and assigns, covenants and agrees that no buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, or, over or across the easement area described in this agreement, unless otherwise approved by the CITY.
6. That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this permanent easement, and that they and their successors in interest, shall warrant and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
7. It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
8. That this permanent easement is intended for use as a public sidewalk, and, as such, will have frequent and ongoing public pedestrian traffic.
9. That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Temporary Easement, Right of Way Agreement and Acceptance, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees except as are set forth herein.
10. This contract shall be binding on both parties as soon as it is executed.



[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF said OWNERS has or have hereunto set his or their hand(s) this 17<sup>th</sup> day of July, 2023.

**INDIVIDUAL**

Nediel Santos  
Nediel Santos Exposito

Caren Santos  
Caren Santos

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF MADISON )

On this 17<sup>th</sup> day of July, 2023, before me, a Notary Public, in and for said County, personally came the above named: Nediel Santos Exposito and Caren Santos, husband and wife who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)



Kelli J. Svitek  
NOTARY PUBLIC Kelli J. Svitek

**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

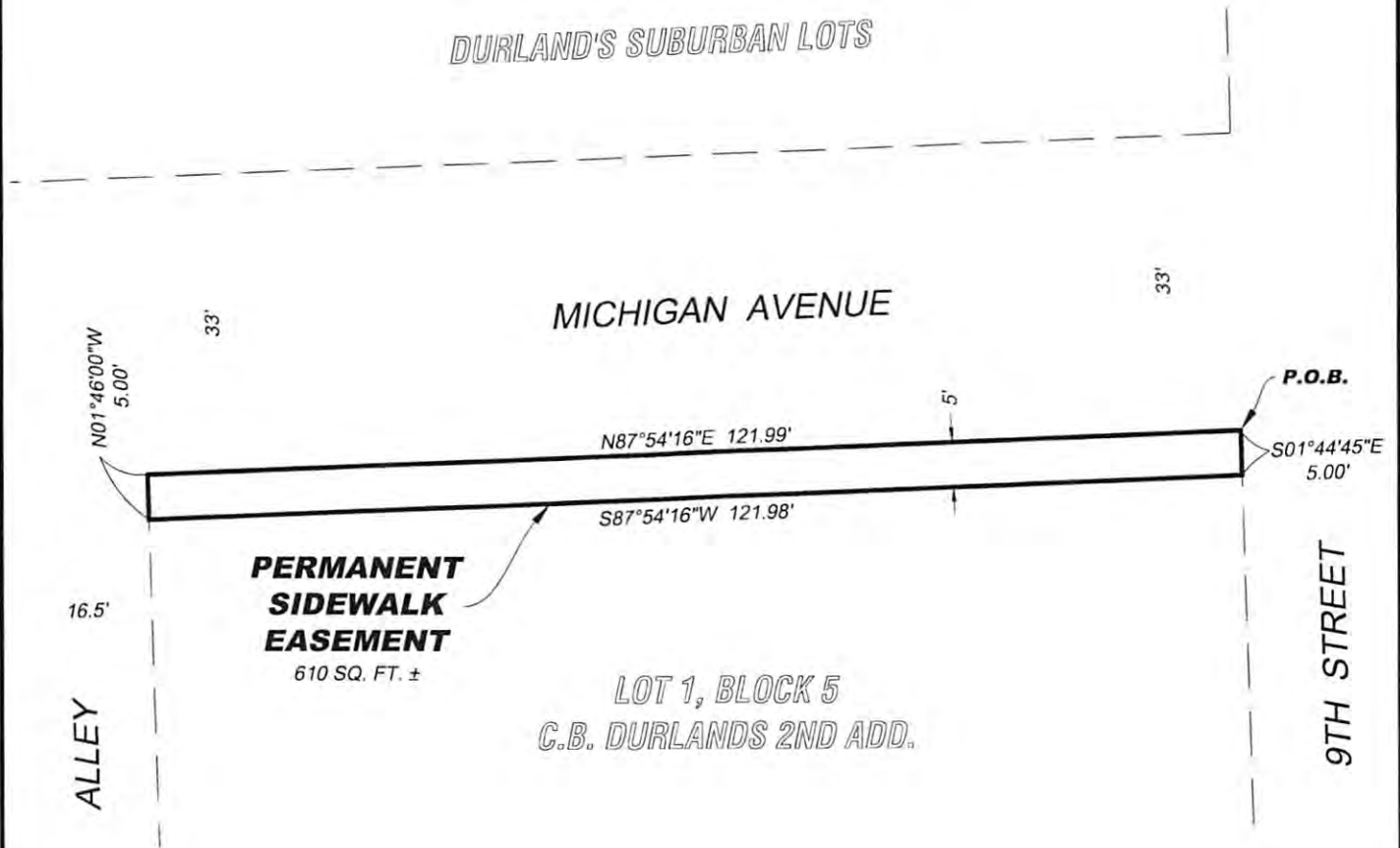
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT A

## PERMANENT SIDEWALK EASEMENT

**IN LOT 1, BLOCK 5,  
 C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK,  
 MADISON COUNTY, NEBRASKA**

DURLAND'S SUBURBAN LOTS



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

### LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S01°44'45"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE S87°54'16"W, A DISTANCE OF 121.98 FEET; THENCE N01°46'00"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 121.99 FEET TO THE POINT OF BEGINNING. CONTAINING 601 SQUARE FEET MORE OR LESS.

Kim L. McLaury

SCALE: 1 INCH = 20 FEET

	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 1 OF 1 SCALE: 1" = 20' PROJECT NO.: 42220603 DRAWN BY: JPK 03/10/23 SURVEY CREW: JPG 09/06/19
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City of Norfolk, Nebraska  
 Engineering Division  
 c/o Anna Allen  
 309 North 5<sup>th</sup> Street  
 Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	130006
Tract #:	T
Parcel Address:	900 South 9 <sup>th</sup> Street, Norfolk, NE 68701

**TEMPORARY CONSTRUCTION EASEMENT**

***KNOW ALL MEN BY THESE PRESENTS:***

THAT Nediel Santos Exposito and Caren Santos, husband and wife, hereinafter referred to as "OWNERS," (whether one or more) for and in consideration of the sum of ***ONE and NO/100 DOLLARS (\$1)*** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the ***CITY of NORFOLK, NEBRASKA, a Municipal Corporation***, hereinafter referred to as "CITY," and to its successors and assigns, a Temporary Easement for the right to enter upon and use for working space for the reconstruction of ***WEST MICHIGAN AVENUE AND 8<sup>TH</sup> STREET PROJECT***, and appurtenances thereto, the parcel of land described as follows, to-wit:

Lot 1, Block 5, C. B. Durland’s Second Addition to the City of Norfolk, Madison County, Nebraska.

The temporary easement location is further described as follows, to-wit:

***THAT PART OF LOT 1, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:***  
***COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;***  
***TENCE S01°44'45"E ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;***  
***TENCE CONTINUING S01°44'45"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET;***  
***TENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET;***  
***TENCE N01°44'45"W, A DISTANCE OF 40.00 FEET;***  
***TENCE S87°54'16"W, A DISTANCE OF 116.98 FEET;***  
***TENCE N01°46'00"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET;***  
***TENCE N87°54'16"E, A DISTANCE OF 121.98 FEET TO THE POINT OF BEGINNING.***  
***CONTAINING 810 SQARE FEET PLUS OR MINUS.***

**SEE ATTACHED  
TEMPORARY EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

- 1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the reconstruction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
- 4) That this temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
- 5) That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this temporary easement, and that they and their successors in interest, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
- 6) It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
- 7) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents; and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees.
- 8) This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$1.00 by the CITY to the OWNER.

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Page 2 of 5

Temporary Easement  
Project Name: Michigan Avenue and 8<sup>th</sup> Street Reconstruction Project  
Tract #T

8/7/2023

Enclosure 15  
Page 142 of 400

IN WITNESS WHEREOF said OWNERS has or have hereunto set his or their hand(s) this 17<sup>th</sup> day of July, 2023.

**INDIVIDUAL**

Nediel Santos  
**Nediel Santos Exposito**

Caren Santos  
**Caren Santos**

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF MADISON )

On this 17<sup>th</sup> day of July, 2023, before me, a Notary Public, in and for said County, personally came the above named: Nediel Santos Exposito and Caren Santos, husband and wife who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)



Kelli J. Svitek  
NOTARY PUBLIC Kelli J. Svitek

**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

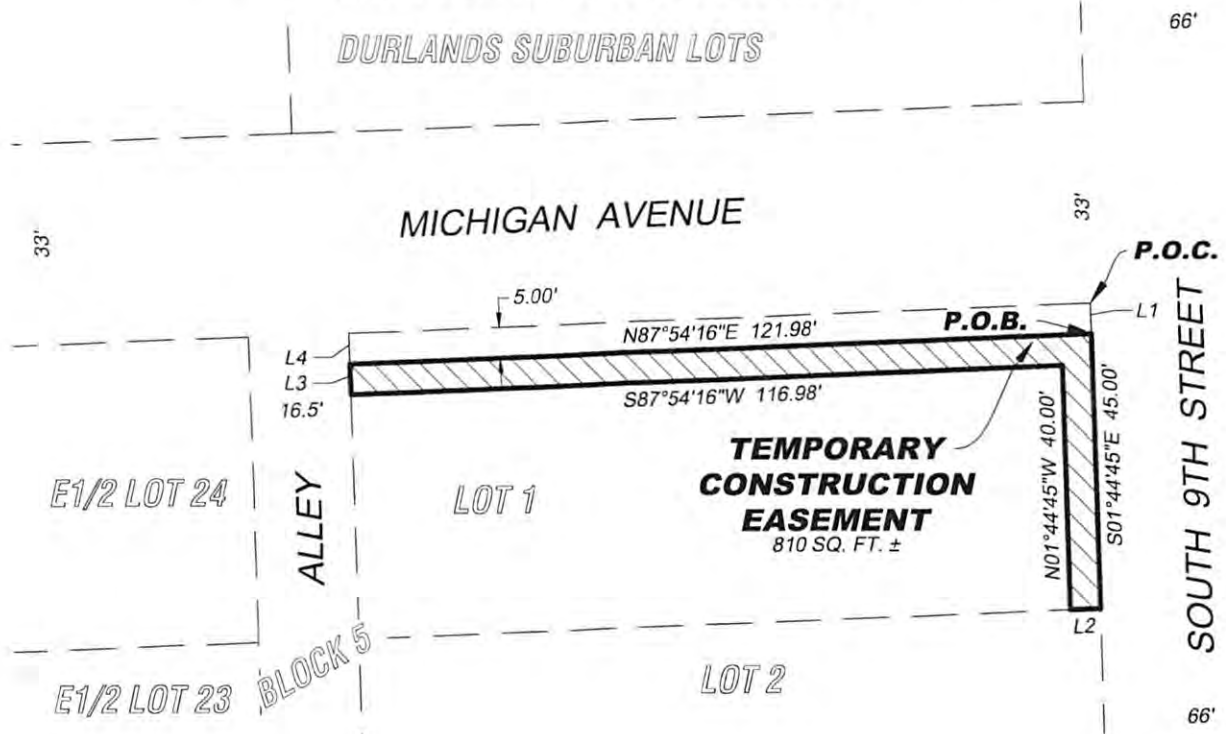
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



# EXHIBIT A

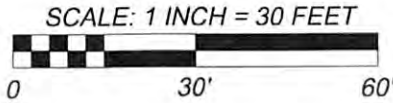
## TEMPORARY CONSTRUCTION EASEMENT

IN LOT 1, BLOCK 5,  
 C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK,  
 MADISON COUNTY, NEBRASKA



### LEGAL DESCRIPTION

THAT PART OF LOT 1, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE S01°44'45"E ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUING S01°44'45"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 45.00 FEET;  
 THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET;  
 THENCE N01°44'45"W, A DISTANCE OF 40.00 FEET;  
 THENCE S87°54'16"W, A DISTANCE OF 116.98 FEET;  
 THENCE N01°46'00"W ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET;  
 THENCE N87°54'16"E, A DISTANCE OF 121.98 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 810 SQUARE FEET PLUS OR MINUS.



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

### LINE TABLE

NAME	LENGTH	DIRECTION
L1	5.00'	S01°44'45"E
L2	5.00'	S87°54'16"W
L3	5.00'	N01°46'00"W
L4	5.00'	N01°46'00"W



502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 30'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19

City of Norfolk, Nebraska  
Engineering Division  
c/o Anna Allen  
309 North 5<sup>th</sup> Street  
Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	130006
Tract #:	E
Parcel Address:	1001 s 13 <sup>TH</sup> Street, Norfolk, NE 68701

### PERMANENT EASEMENT

#### ***KNOW ALL MEN BY THESE PRESENTS:***

THAT LingFam, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY of NORFOLK, NEBRASKA, a Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a Permanent Easement for the purpose of sidewalk construction and grading, utility installation and appurtenances thereto, and the subsequent maintenance of the same on the parcel of land described as follows, to-wit:

Tax Lot 3 in the SW ¼ of the SW ¼ of Section 27, Township 24 North, Range 1 West of the 6<sup>th</sup> P.M., Madison County, Nebraska.

The permanent easement location is further described as follows, to-wit:

**THAT PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;  
BEGINNING AT THE NORTHEAST CORNER OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;  
THENCE S01°48'19"E ALONG THE EAST LINE OF TAX LOT 3, A DISTANCE OF 17.00 FEET;  
THENCE S88°00'59"W, A DISTANCE OF 28.59 FEET;  
THENCE N01°48'19"W, A DISTANCE OF 6.95 FEET;  
THENCE S87°55'14"W, A DISTANCE OF 191.40 FEET;  
THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET;  
THENCE S87°55'14"W, A DISTANCE OF 171.40 FEET;  
THENCE N02°04'18"W, A DISTANCE OF 5.00 FEET;  
THENCE N87°55'14"E ALONG THE NORTH LINE OF TAX LOT 3, A DISTANCE OF 391.44 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3,257 SQUARE FEET MORE OR LESS.**

**SEE ATTACHED  
PERMANENT EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

1. That this permanent easement is perpetual and runs with title to the land and shall be binding on the parties hereto, their successors in interest in the real estate, heirs, successors, personal representatives and assigns.
2. That this permanent easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
3. That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the construction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
4. That this permanent easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
5. That the OWNER, shall fully use and enjoy the aforesaid premises, except as to the rights herein granted. The OWNER, its successors and assigns, covenants and agrees that no buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, or over or across the easement area described in this agreement, unless otherwise approved by the CITY.
6. That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this permanent easement, and that they and their successors in interest, shall warrant and defend this permanent easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
7. It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
8. That this permanent easement is intended for use as a public sidewalk, and, as such, will have frequent and ongoing public pedestrian traffic.
9. That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Temporary Easement, Right of Way Agreement and Acceptance, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees except as are set forth herein.
10. This contract shall be binding on both parties as soon as it is executed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this 19<sup>th</sup>  
day of July, 20 23

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

**LingFam, LLC,  
A Nebraska Limited Liability Company**

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:

  
Debra S. Lingenfelter, Member  
(Printed Name and Title)

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF MADISON )

On this 19<sup>th</sup> day of July, 20 23, before me, a Notary Public, in and for said County, personally came:

Debra S. Lingenfelter, Member on behalf of **LingFam, LLC, a Nebraska Limited Liability Company**, to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member(s) and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)



  
NOTARY PUBLIC Kelli J. Svitak

**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

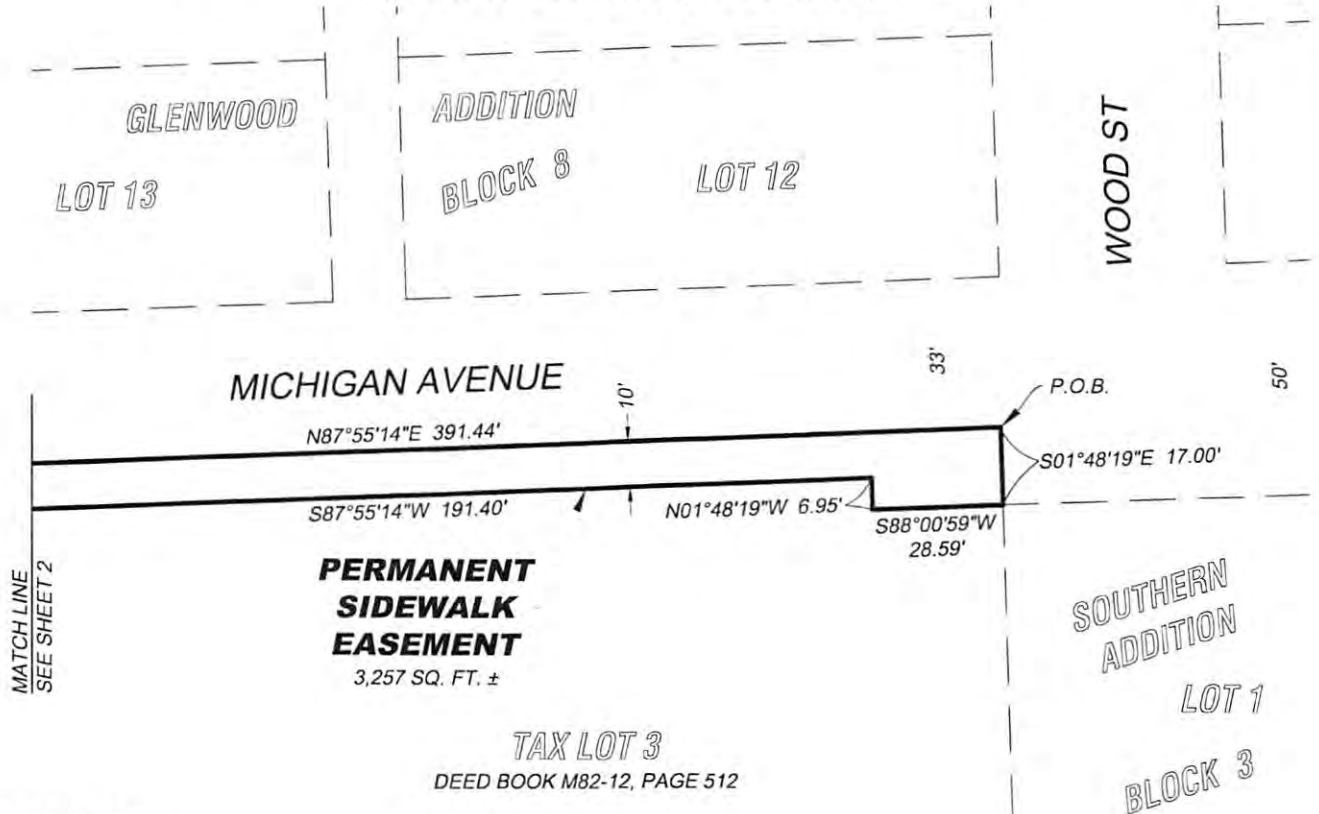
\_\_\_\_\_  
Notary Public – printed name

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT A

## PERMANENT SIDEWALK EASEMENT

**IN TAX LOT 3 IN THE SW1/4 OF THE SW1/4 OF SECTION 27,  
 TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M.,  
 MADISON COUNTY, NEBRASKA**



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

### LEGAL DESCRIPTION

THAT PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;  
 BEGINNING AT THE NORTHEAST CORNER OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;  
 THENCE S01°48'19"E ALONG THE EAST LINE OF TAX LOT 3, A DISTANCE OF 17.00 FEET;  
 THENCE S88°00'59"W, A DISTANCE OF 28.59 FEET;  
 THENCE N01°48'19"W, A DISTANCE OF 6.95 FEET;  
 THENCE S87°55'14"W, A DISTANCE OF 191.40 FEET;  
 THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET;  
 THENCE S87°55'14"W, A DISTANCE OF 171.40 FEET;  
 THENCE N02°04'18"W, A DISTANCE OF 5.00 FEET;  
 THENCE N87°55'14"E ALONG THE NORTH LINE OF TAX LOT 3, A DISTANCE OF 391.44 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 3,257 SQUARE FEET MORE OR LESS.

*Kim L. McLaury*

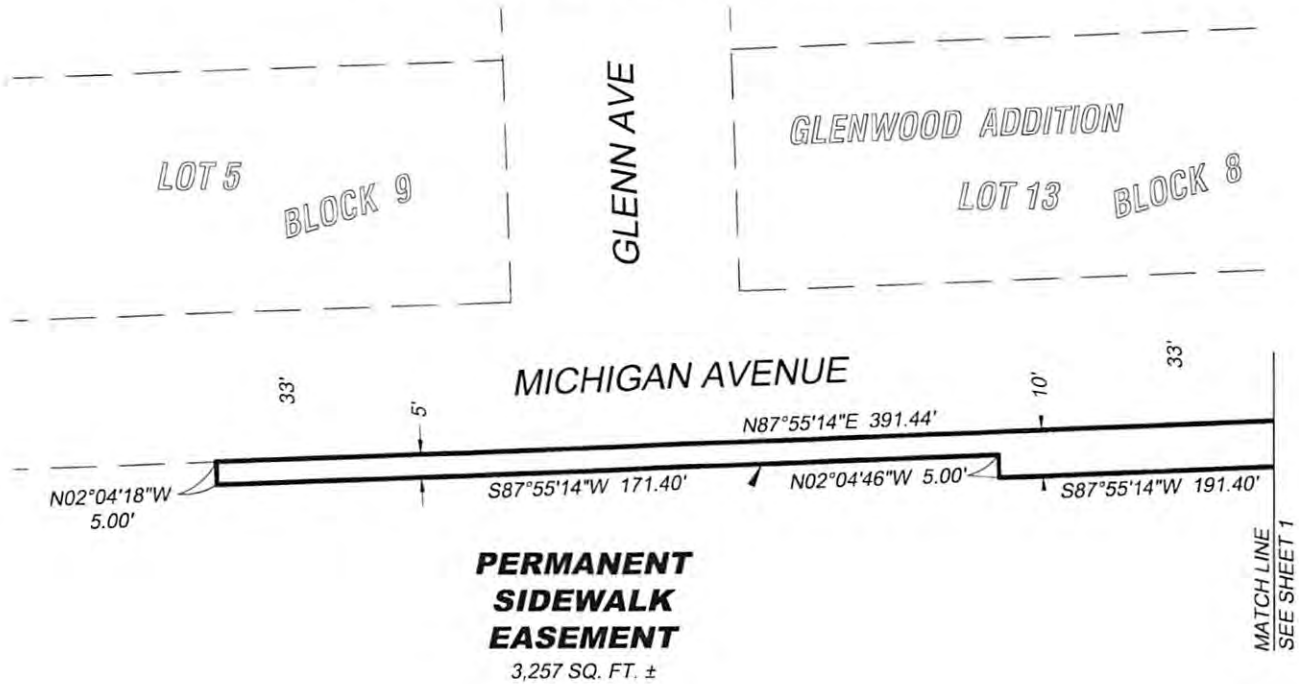
SCALE: 1 INCH = 40 FEET

	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 1 OF 2
	SCALE: 1" = 20'	
	PROJECT NO.: 42220603	
	DRAWN BY: JPK 03/10/23	
	SURVEY CREW: JPG 09/06/19	

# EXHIBIT A

## PERMANENT SIDEWALK EASEMENT

**IN TAX LOT 3 IN THE SW1/4 OF THE SW1/4 OF SECTION 27,  
 TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M.,  
 MADISON COUNTY, NEBRASKA**



TAX LOT 3  
 DEED BOOK M82-12, PAGE 512

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- - - - - EXISTING LOT LINE

NEBRASKA  
 REGISTERED  
 LS-594  
 03/10/23  
 LAND SURVEYOR  
 KIM L. MCLAURY

*Kim L. McLaury*

SCALE: 1 INCH = 40 FEET

	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 2 OF 2 SCALE: 1" = 20' PROJECT NO.: 42220603 DRAWN BY: JPK 03/10/23 SURVEY CREW: JPG 09/06/19
--	--	---

City of Norfolk, Nebraska  
 Engineering Division  
 c/o Anna Allen  
 309 North 5<sup>th</sup> Street  
 Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	130006
Tract #:	D & F
Parcel Address:	1001 S 13 <sup>th</sup> Street, Norfolk, NE 68701

**TEMPORARY CONSTRUCTION EASEMENT**

***KNOW ALL MEN BY THESE PRESENTS:***

THAT LingFam, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of ***ONE and NO/100 DOLLARS (\$1)*** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY of NORFOLK, NEBRASKA, a Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a Temporary Easement for the right to enter upon and use for working space for the reconstruction of WEST MICHIGAN AVENUE AND 8<sup>TH</sup> STREET PROJECT, and appurtenances thereto, the parcel of land described as follows, to-wit:

That part of Tax Lot Three (3) in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1) West of the 6th P.M., Madison County, Nebraska, described as follows: Commencing 40 feet East of the Northwest Corner of the Southwest Quarter Southwest Quarter (SW1/4 SW1/4) of Section Twenty-seven (27); running thence East 621.44 feet, thence in a Southerly direction 417.42 feet to a point 661.15 feet directly East of the West Section line of Section Twenty-seven (27); thence West 621.15 feet to a point directly South of the place of beginning; thence due North 417.42 feet to the place of beginning, less the following described tract deeded to Universal Resources, Inc., by instrument dated December 8, 1972 and filed for record January 23, 1973 in M73-1, page 392; Commencing at a point 40.0 feet East and 193.4 feet South of the Northwest Corner of the Southwest Quarter Southwest Quarter (SW1/4 SW1/4) of said Section Twenty-seven (27), which point is on the center line of Corporation Gulch; thence continuing South 45.0 feet where an Iron Pipe was set as a witness corner; thence continuing South 179.0 feet; thence left 90°13', 620.8 feet; thence Northerly 13 feet to the Center line of Corporation Gulch; thence in a Northwesterly direction along the center line of Corporation Gulch, 667 feet to the point of beginning; and less any part thereof lying in the right of way of Michigan Avenue.



The temporary easement location is further described as follows, to-wit:

Parcel D

**THAT PART OF THE WEST HALF OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; BEGINNING AT THE NORTHWEST CORNER OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N87°55'24"E ALONG THE NORTH LINE OF TAX LOT 3 IN THE SW1/4 OF THE SW1/4 27-24-1 OF SECTION 27, A DISTANCE OF 227.66 FEET; THENCE S02°04'18"E, A DISTANCE OF 5.02 FEET; THENCE N87°55'24"E, A DISTANCE OF 84.85 FEET; THENCE S00°17'01"E, A DISTANCE OF 5.00 FEET; THENCE S87°55'24"W, A DISTANCE OF 86.33 FEET; THENCE N02°04'18"W, A DISTANCE OF 8.45 FEET; THENCE S87°55'24"W, A DISTANCE OF 163.19 FEET; THENCE S02°14'06"E, A DISTANCE OF 14.61 FEET; THENCE S87°55'24"W, A DISTANCE OF 57.95 FEET; THENCE S01°53'05"E, A DISTANCE OF 4.12 FEET; THENCE S88°06'55"W, A DISTANCE OF 5.00 FEET; THENCE N01°53'05"W, A DISTANCE OF 20.27 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 1,732 SQARE FEET PLUS OR MINUS.**

Parcel F

**THAT PART OF TAX LOT 3 SW1/4 OF THE SW1/4  
27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF  
NORFOLK, MADISON COUNTY, NEBRASKA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 1,  
BLOCK 8, SOUTHERN ADDITION, CITY OF NORFOLK,  
MADISON COUNTY, NEBRASKA;  
THENCE S01°48'19"E ALONG THE WEST LINE OF SAID  
LOT 1, A DISTANCE OF 5.00 FEET;  
THENCE S88°00'59"W, A DISTANCE OF 33.60 FEET;  
THENCE N01°48'19"W, A DISTANCE OF 6.94 FEET;  
THENCE S87°55'14"W, A DISTANCE OF 186.37 FEET;  
THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET;  
THENCE N87°55'14"E, A DISTANCE OF 191.40 FEET;  
THENCE S01°48'19"E, A DISTANCE OF 6.95 FEET;  
THENCE N88°00'59"E, A DISTANCE OF 28.59 FEET TO  
THE POINT OF BEGINNING.  
CONTAINING 1,134 SQUARE FEET MORE OR LESS.**

**SEE ATTACHED  
TEMPORARY EASEMENT EXHIBIT 'A'**

It is further agreed as follows:

- 1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the reconstruction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).

- 4) That this temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
- 5) That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this temporary easement, and that they and their successors in interest, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
- 6) It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
- 7) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents; and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees.
- 8) This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$1.00 by the CITY to the OWNER.

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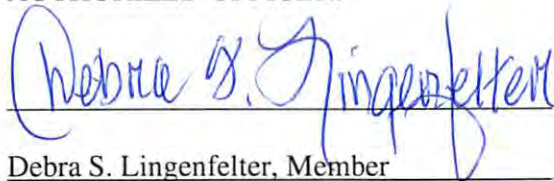
IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this 19<sup>th</sup>  
day of July, 20 23.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

LingFam, LLC,  
A Nebraska Limited Liability Company

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:



Debra S. Lingenfelter, Member  
(Printed Name and Title)


STATE OF NEBRASKA )  
  ) SS  
COUNTY OF MADISON )

On this 19<sup>th</sup> day of July, 2023, before me, a Notary Public, in and for  
said County, personally came:

Debra S. Lingenfelter, Member on behalf of LingFam, LLC, a Nebraska Limited Liability  
Company, to me personally known to be the respective member(s) of said Limited Liability  
Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument,  
and acknowledged the execution thereof to be their respective voluntary act and deed as such  
member(s) and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year last above written.  
(SEAL)



  
NOTARY PUBLIC Kelli J. Svitek

**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.

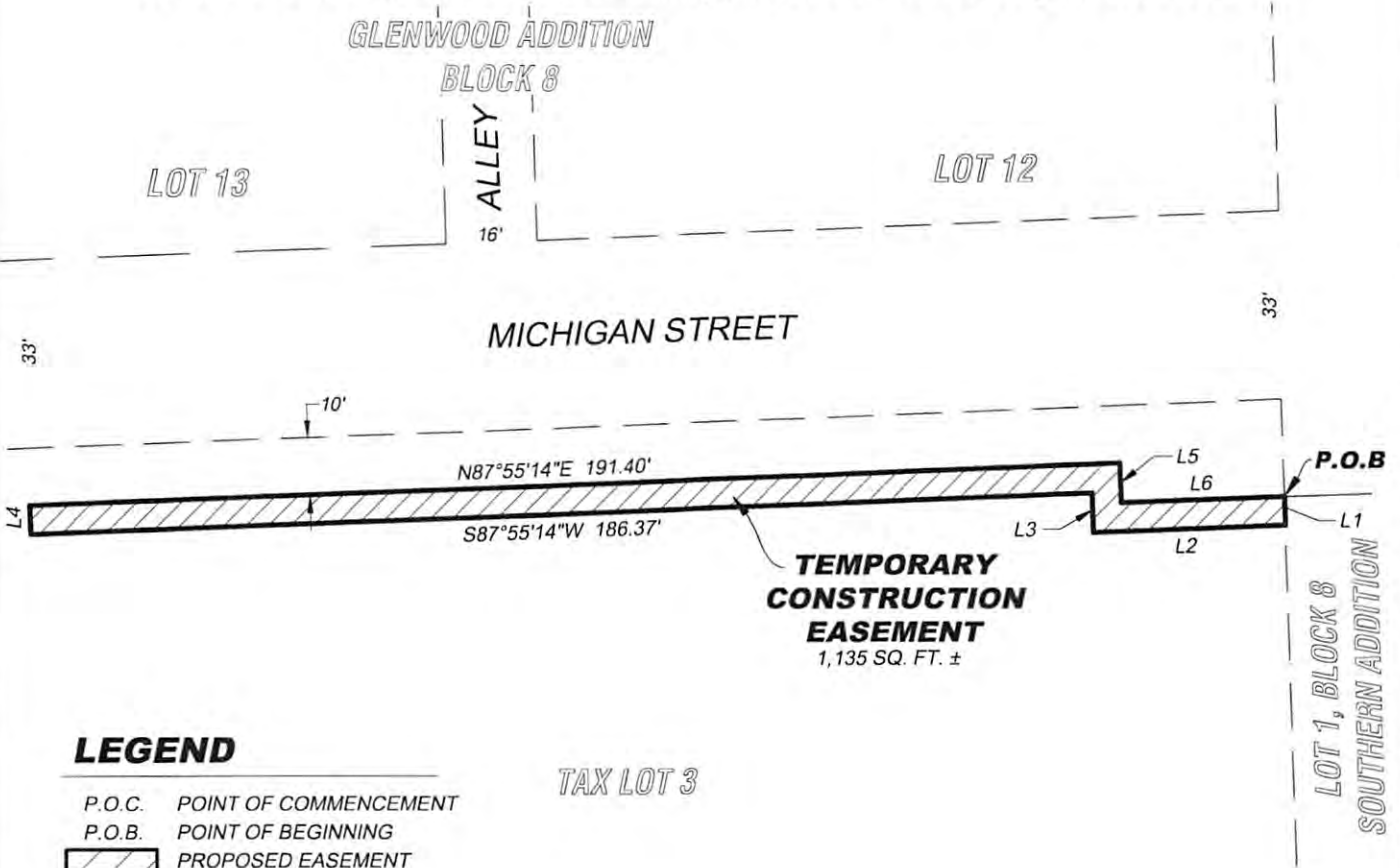
\_\_\_\_\_  
Notary Public - signature

\_\_\_\_\_  
Notary Public – printed name

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT A

## TEMPORARY CONSTRUCTION EASEMENT IN TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

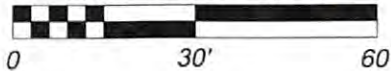
TAX LOT 3

### LEGAL DESCRIPTION

THAT PART OF TAX LOT 3 SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 8, SOUTHERN ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S01°48'19"E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE S88°00'59"W, A DISTANCE OF 33.60 FEET; THENCE N01°48'19"W, A DISTANCE OF 6.94 FEET; THENCE S87°55'14"W, A DISTANCE OF 186.37 FEET; THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET; THENCE N87°55'14"E, A DISTANCE OF 191.40 FEET; THENCE S01°48'19"E, A DISTANCE OF 6.95 FEET; THENCE N88°00'59"E, A DISTANCE OF 28.59 FEET TO THE POINT OF BEGINNING. CONTAINING 1,134 SQUARE FEET MORE OR LESS.



SCALE: 1 INCH = 30 FEET



### LINE TABLE

NAME	LENGTH	DIRECTION
L1	5.00'	S01°48'19"E
L2	33.60'	S88°00'59"W
L3	6.94'	N01°48'19"W
L4	5.00'	N02°04'46"W
L5	6.95'	S01°48'19"E
L6	28.59'	N88°00'59"E

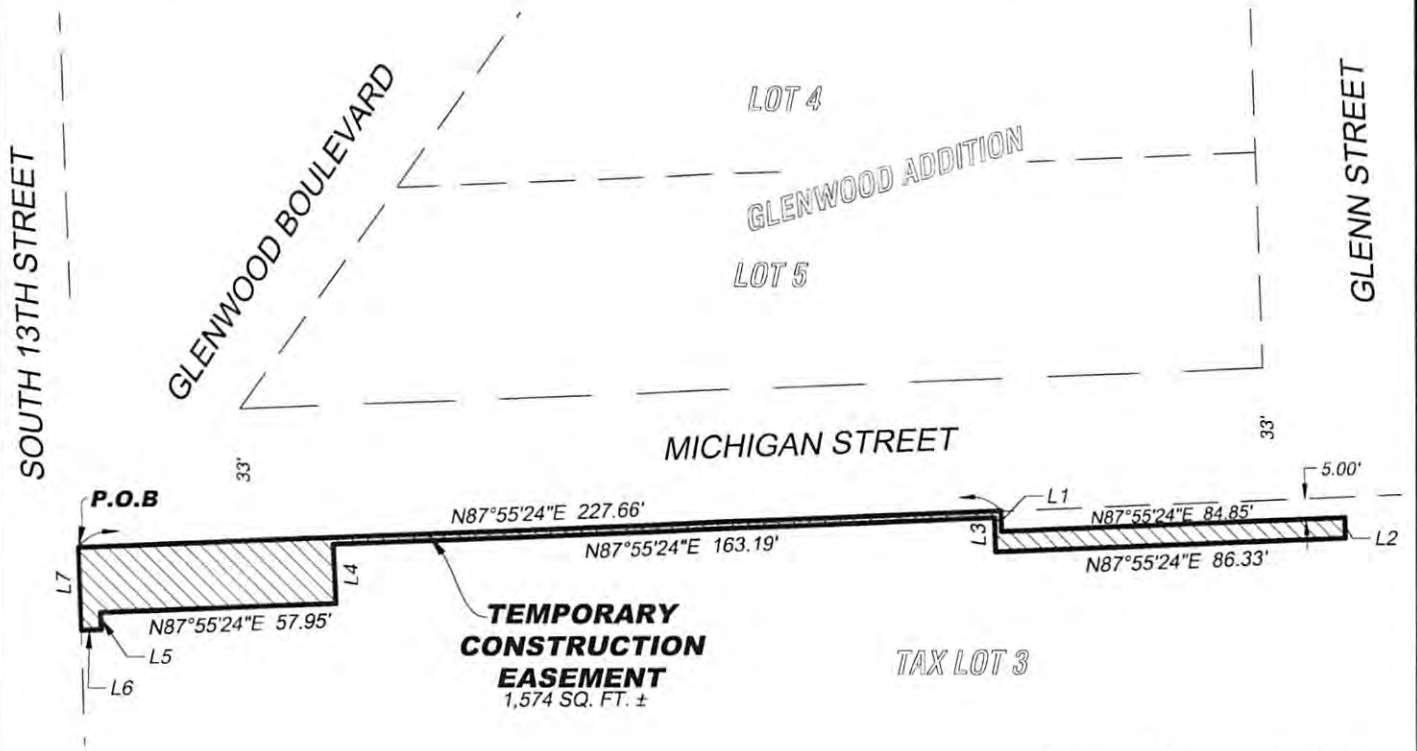


502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 30'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19

# EXHIBIT A

## TEMPORARY CONSTRUCTION EASEMENT IN TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA



### LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; BEGINNING AT THE NORTHWEST CORNER OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N87°55'24\"E ALONG THE NORTH LINE OF TAX LOT 3 IN THE SW1/4 OF THE SW1/4 27-24-1 OF SECTION 27, A DISTANCE OF 227.66 FEET; THENCE S02°04'18\"E, A DISTANCE OF 5.02 FEET; THENCE N87°55'24\"E, A DISTANCE OF 84.85 FEET; THENCE S00°17'01\"E, A DISTANCE OF 5.00 FEET; THENCE S87°55'24\"W, A DISTANCE OF 86.33 FEET; THENCE N02°04'18\"W, A DISTANCE OF 8.45 FEET; THENCE S87°55'24\"W, A DISTANCE OF 163.19 FEET; THENCE S02°14'06\"E, A DISTANCE OF 14.61 FEET; THENCE S87°55'24\"W, A DISTANCE OF 57.95 FEET; THENCE S01°53'05\"E, A DISTANCE OF 4.12 FEET; THENCE S88°06'55\"W, A DISTANCE OF 5.00 FEET; THENCE N01°53'05\"W, A DISTANCE OF 20.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,732 SQUARE FEET PLUS OR MINUS.

### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

NEBRASKA  
 REGISTERED  
 LAND SURVEYOR  
 I.S. 594  
 03/10/23  
 KIM L. McLAURY  
*Kim L. McLaury*

SCALE: 1 INCH = 30 FEET



### LINE TABLE

NAME	LENGTH	DIRECTION
L1	5.02'	N02°04'18\"W
L2	5.00'	S00°17'01\"E
L3	8.45'	N02°04'18\"W
L4	14.61'	N02°14'06\"W
L5	4.12'	N01°53'05\"W
L6	5.00'	N88°06'55\"E
L7	20.27'	N01°53'05\"W



502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 30'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19

City of Norfolk, Nebraska  
Engineering Division  
c/o Anna Allen  
309 North 5<sup>th</sup> Street  
Norfolk, Nebraska 68701

FOR OFFICE USE ONLY	
Date:	7-21-2023
Project Name:	City of Norfolk – Michigan Avenue and 8 <sup>th</sup> Street Reconstruction
City Project #:	130006
Tract #:	BB
Parcel Address:	1203 South 8 <sup>th</sup> Street, Norfolk, NE 68701

## TEMPORARY CONSTRUCTION EASEMENT

### ***KNOW ALL MEN BY THESE PRESENTS:***

THAT **Friends of the Well, a Nebraska Non-Profit Corporation**, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of **ONE and NO/100 DOLLARS (\$1)** and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY of NORFOLK, NEBRASKA, a Municipal Corporation**, hereinafter referred to as "CITY," and to its successors and assigns, a Temporary Easement for the right to enter upon and use for working space for the reconstruction of **WEST MICHIGAN AVENUE AND 8<sup>TH</sup> STREET PROJECT**, and appurtenances thereto, the parcel of land described as follows, to-wit:

Lot 19, EXCEPT the South 26.6 feet thereof, and all Lots 20, 21, 22 and 23, and the West Half of the vacated alley lying adjacent to said Lots, Block 2, C.B. Durland's 2<sup>nd</sup> Addition to Norfolk, Madison County, Nebraska.

The temporary easement location is further described as follows, to-wit:

THAT PART OF LOTS 20 THRU 23 AND THE NORTH 23.4 FEET OF LOT 19, BLOCK 2, CB DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF LOT 23, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
THENCE N87°54'46"E ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 30.00 FEET;  
THENCE S01°47'29"E, A DISTANCE OF 223.04 FEET;  
THENCE S87°54'46"W A DISTANCE OF 30.00 FEET ON THE SOUTH LINE OF THE NORTH 23.4 FEET OF LOT 19, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
THENCE N01°46'33"W, A DISTANCE OF 223.40 FEET TO THE POINT OF BEGINNING.  
CONTAINING 6,702 SQUARE FEET MORE OR LESS

### **SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'**

Page 1 of 5

Temporary Easement  
Project Name: Michigan Avenue and 8<sup>th</sup> Street Reconstruction Project  
Tract #BB



It is further agreed as follows:

- 1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That the CITY shall cause any trench made on said easement area to be properly backfilled and shall restore any surfaces damaged due to the reconstruction project to conditions similar to the condition existing prior to construction, including fencing and seeding, but excluding crops, vines, gardens, or trees. An exception to this general restoration obligation is for grading improvements made for the purposes of conformity with project plans (which may result in a permanent grade change).
- 4) That this temporary easement is also for the benefit of any contractor, agent, employee, public utility company and representative of the CITY in any of said construction work.
- 5) That the OWNER for themselves and any successor in interest does confirm to the CITY and its assigns, including public utility companies and their assigns, that the OWNER is well seized in fee of the above described property and that they have the right to grant this temporary easement, and that they and their successors in interest, shall warrant and defend this temporary easement to said CITY and its assigns including public utility companies and their assigns against claims and demands that might be brought by others.
- 6) It is agreed and understood that the CITY is hereby granted an immediate right of entry upon the premises described above.
- 7) That this instrument contains the entire agreement of the parties; and that there are no other or different agreements or understandings, except a Right of Way Agreement and Acceptance, Permanent Easement, and/or Purchase Agreement, if applicable, between the OWNER and the CITY or its agents; and that the OWNER, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the CITY or its agents or employees.
- 8) This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$1.00 by the CITY to the OWNER.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this 25<sup>th</sup> day of July, 2023.

**CORPORATE ACKNOWLEDGMENT**

**Friends of the Well,  
A Nebraska Non-Profit Corporation**

AUTHORIZED OFFICER:

*[Signature]*

Donielle Larson, Director  
(Printed Name and Title)

(Corporate Seal)

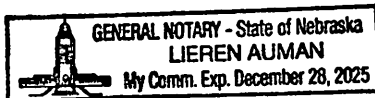
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF MADISON )

On this 25<sup>th</sup> day of July, 2023, before me, a Notary Public, in and for said County, personally came:

Donielle Larson, Director  
(Name) (Title)

of **Friends of the Well, a Nebraska Non-Profit Corporation**, to me personally known to be the respective officers of said corporation and the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officers and the voluntary act and deed of said Corporation, and the Corporate Seal of said Corporation to be thereto affixed by its authority.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)



*[Signature]*  
NOTARY PUBLIC

**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

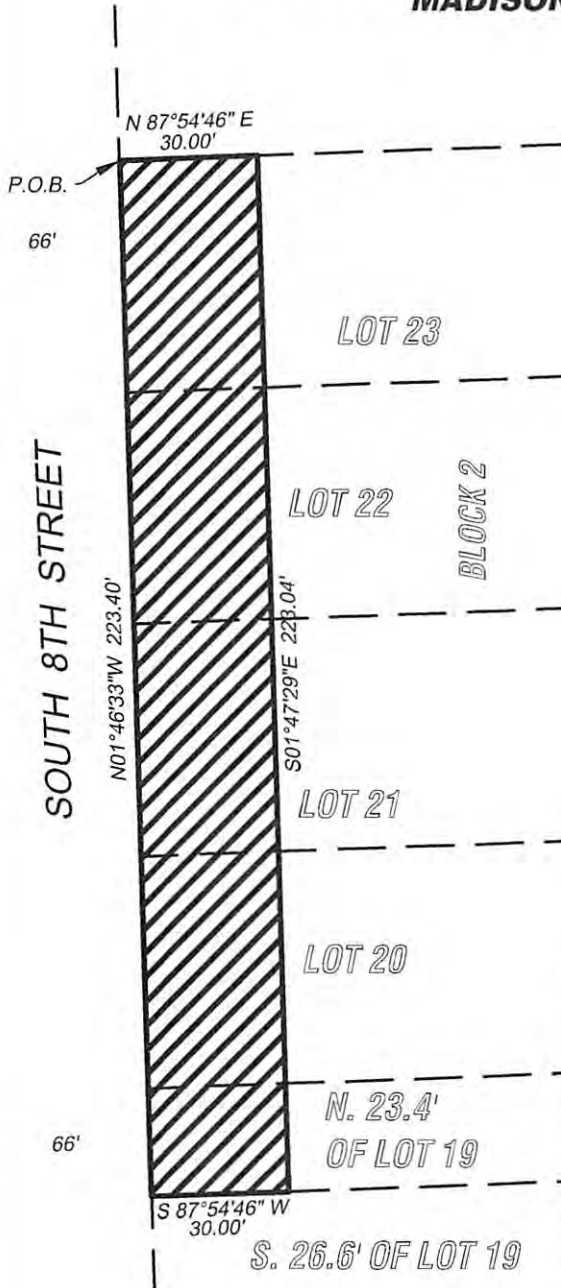
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

# EXHIBIT A

## TEMPORARY CONSTRUCTION, INGRESS, AND EGRESS EASEMENT

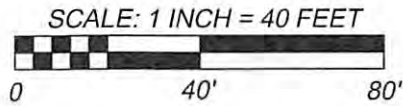
IN LOTS 20 THRU 23 AND THE NORTH 23.4 FEET OF LOT 19, BLOCK 2,  
 C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK,  
 MADISON COUNTY, NEBRASKA

**TEMPORARY  
 CONSTRUCTION,  
 INGRESS, AND EGRESS  
 EASEMENT**  
 6,702 SQ. FT. ±



**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- TEMPORARY CONSTRUCTION, INGRESS, AND EGRESS EASEMENT
- EXISTING LOT LINE



**LEGAL DESCRIPTION**

THAT PART OF LOTS 20 THRU 23 AND THE NORTH 23.4 FEET OF LOT 19, BLOCK 2, CB DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 23, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE N87°54'46"E ALONG THE NORTH LINE OF SAID LOT 23, A DISTANCE OF 30.00 FEET;  
 THENCE S01°47'29"E, A DISTANCE OF 223.04 FEET;  
 THENCE S87°54'46"W A DISTANCE OF 30.00 FEET ON THE SOUTH LINE OF THE NORTH 23.4 FEET OF LOT 19, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
 THENCE N01°46'33"W, A DISTANCE OF 223.40 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 6,702 SQUARE FEET MORE OR LESS.



502 W. MADISON AVE.  
 NORFOLK, NE 68701  
 (402) 316-2625  
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 40'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JPG 09/06/19



## Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

July 25, 2023

Ms. Anna Allen, PE  
Assistant City Engineer  
City of Norfolk  
309 North 5<sup>th</sup> Street  
Norfolk, NE 68701

Re: Construction Materials Testing  
**Concrete Repair for Asphalt Overlay  
(Various Locations)**  
Madison Avenue; 1st Street to 7th Street  
East Monroe, 4th Street East ~4100'  
N Victory Road - Benjamin Avenue North ~2678'  
Norfolk, Nebraska

Dear Ms. Allen:

*In accordance with your request, Certified Testing Services, Inc. is pleased to submit the following proposal for providing testing services for the City of Norfolk, Nebraska. We propose to provide testing services in accordance with our attached Schedule of Services and Fees and General Conditions. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule. **Our services are provided on an on-call basis.***

*Based on the information provided we anticipate our fees to be approximately \$3,000.00. This is not a lump sum proposal; we will only bill for work completed. We do have several projects in and around the Norfolk, Nebraska area and we will prorate our vehicle fee and technician time for additional savings.*

- 37 Years of Excellence in serving construction and industrial clients in Iowa, Nebraska and South Dakota to the highest of industry standard.
- Construction Materials Testing Reports generated and provided within 1 business day
- Extensive Experience in materials, soils and conditions within tristate area of Iowa, Nebraska and South Dakota
- US Army Corps of Engineers, IDOT and NDOT approved Laboratory



## Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

- Certified Testing Services, Inc. in addition to general liability provides professional liability (errors and omissions) insurance for each of its project

Thank you for the opportunity to submit this proposal. Looking forward to working with you on these projects. Please let me know if you have any questions.

Thank you,

*Kathleen A. Martin*

Controller

**Certified Testing Services, Inc.**

PO Box 1193 | 419 W. 6th Street | Sioux City, Iowa 51102

Office: (712)252-5132 | Direct: (712)226-1557 | Mobile: (712)212-8756



<p><b>AGREED TO THIS</b> _____ <b>DAY OF</b> _____, 20 _____</p> <p><b>SIGNATURE:</b> _____</p> <p><b>PRINTED NAME:</b> _____</p> <p><b>TITLE:</b> _____</p> <p><b>FIRM:</b> _____</p>
--



## Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

# Schedule of Fees

Services	Unit	Unit Fees
Vehicle Fee	Per Mile	\$0.85
Soils Technician	Per Hour	\$70.00
Standard Proctor	Each	\$150.00
Concrete Technician	Per Hour	\$70.00
Concrete Test Cylinder Molds	Each	\$2.50
Compressive Strength of Cylinders	Each	\$17.00
Entry and Curing Charge for Spare Cylinders	Each	\$10.00
Report Preparation	Per Hour	\$40.00

# GENERAL CONDITIONS

## TESTING AND OBSERVATION SERVICES

### SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

### SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

### SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

### SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

### SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

### SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

### SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

### SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

### SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

### SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

### SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

### SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

### SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

### SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



**Certified Testing Services, Inc.**

419 W. 6th Street  
P.O. Box 1193  
Sioux City, Iowa 51102



<b>For Office Use Only</b>	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

**SUBDIVISION APPLICATION**

Name of Subdivision: Norfolk 140

Preliminary  Final

**Applicant:** Flatrock Group LLC 11225 Davenport Street #108 Omaha, NE 68154  
 Name Address  
402-891-7641 lbrockman@elsbeegroup.com  
 Phone Email

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

**Contact:** Lorri Brockman 11225 Davenport Street #108 Omaha, NE 68154  
 (other than Name Address  
 Applicant) 402-891-7641 lbrockman@elsbeegroup.com  
 Phone Email

**Current Zoning:** Agriculture

**General Location/Address:** Southwest of the Intersection of W. Norfolk Avenue and N. 40th Avenue

**Legal Description:** See Attachment

**Property Area, Square Feet and/or Acres:** 29.56 Acres

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

OR

  
Authorized Agent

LORRI S BROCKMAN  
Printed Name of Authorized Agent

LEGAL DESCRIPTION AS SURVEYED:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30;

THENCE S0°12'14"E (ASSUMED BEARING), A DISTANCE OF 178.84 FEET TO THE POINT OF BEGINNING;

THENCE, N27°33'55"E, A DISTANCE OF 79.98 FEET;

THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;

THENCE, N88°46'08"E, A DISTANCE OF 725.11 FEET;

THENCE, S89°10'32"E, A DISTANCE OF 399.57 FEET;

THENCE; N86°00'54"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;

THENCE S0°13'23"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET, A DISTANCE OF 1217.82 FEET TO THE SE CORNER OF NW QUARTER OF THE NE QUARTER OF SAID SECTION 30;

THENCE S0°19'00"E, A DISTANCE OF 31.06 FEET;

THENCE S89°40'59"W, A DISTANCE OF 177.00 FEET;

THENCE N0°19'01"W, A DISTANCE OF 549.86 FEET;

THENCE S89°46'37"W, A DISTANCE OF 1,221.14 FEET TO THE WEST RIGHT-OF-WAY LINE OF S 43ND AVENUE;

THENCE, N01°13'23"W ALONG THE WEST RIGHT-OF-WAY LINE OF S 43RD AVENUE, A DISTANCE OF 228.40 FEET;

THENCE, S89°00'07"W, A DISTANCE OF 250.20 FEET;

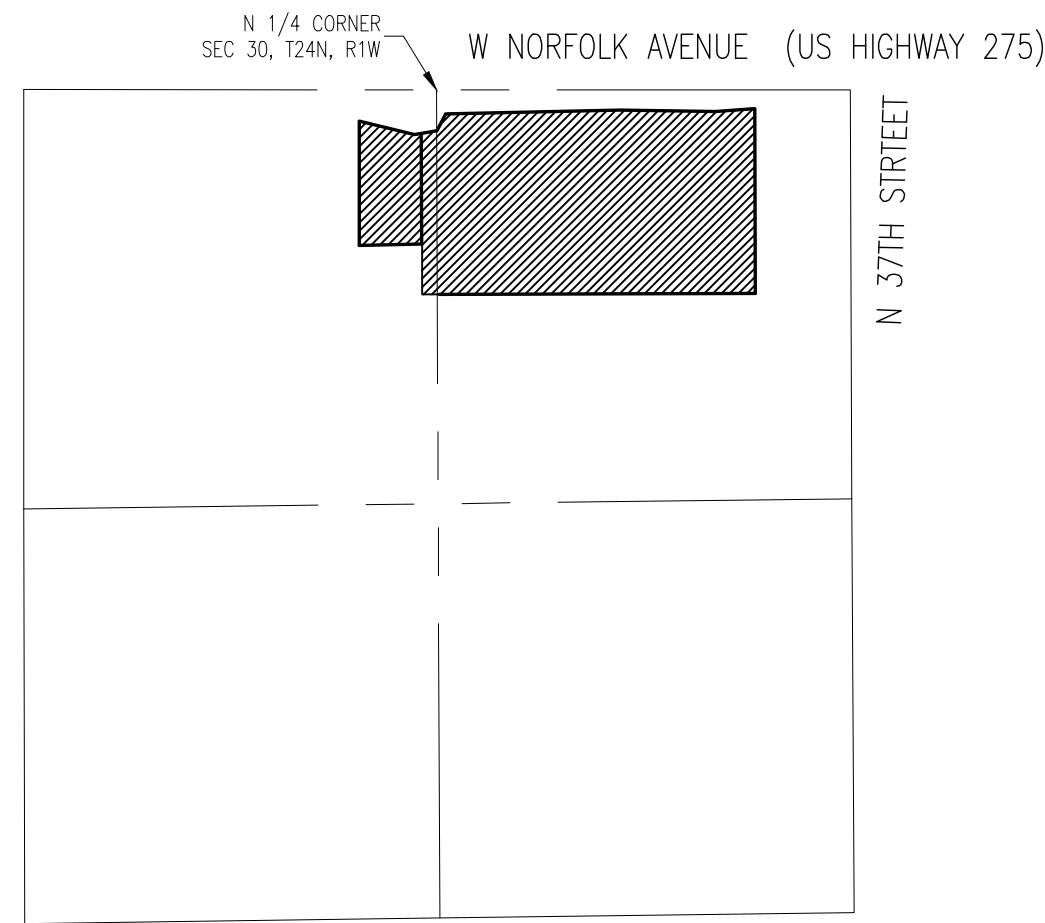
THENCE, N0°08'25"W, A DISTANCE OF 519.58 FEET;

THENCE, S76°04'11"E, A DISTANCE OF 238.27 FEET;

THENCE, N79°57'12"E, A DISTANCE OF 94.19 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,287,424 SQUARE FEET OR 29.56 ACRES, MORE OR LESS.

**FINAL PLAT  
NORFOLK 140 SUBDIVISION  
SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST  
IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA**



VICINITY MAP  
NOT TO SCALE

**ZONING LOTS 1-2**  
I-1 LIGHT INDUSTRIAL DISTRICT ZONING

FRONT YARD SETBACK: 25.0'  
SIDE YARD SETBACK: 0.0'  
REAR YARD SET BACK: 15.0'  
STREET SIDE YARD: 25.0'

**ZONING LOT 3**  
C-3 COMMERCIAL SERVICE DISTRICT

FRONT YARD SETBACK: 40.0'  
SIDE YARD SETBACK: 0.0' (1)  
REAR YARD SET BACK: SEE NOTE (2)  
MAX HEIGHT: 45.0' (5)

- (1) NO SIDE YARDS SHALL BE REQUIRED UNLESS ADJACENT TO A RESIDENTIALLY ZONED (R) DISTRICT, THEN THE REQUIRED SIDE YARD IS SEVEN (7) FEET ON THE CONTIGUOUS SIDE(S). A SIDE YARD OF TWENTY-FIVE (25) FEET SHALL BE PROVIDED ON THE STREET SIDES OF A CORNER LOT. HOWEVER, A SIDE YARD SETBACK OF FIFTEEN (15) FEET SHALL BE PROVIDED FOR AN ATTACHED CANOPY ON A CORNER LOT FRONTING ON AN ARTERIAL STREET SO LONG AS THE CANOPY COMPLIES WITH THE SIGHT TRIANGLE PROVISION SET FORTH IN SECTION 27-290 OF THIS CODE.
- (2) ALL STRUCTURES SHALL PROVIDE A REAR YARD AS FOLLOWS:  
a. THE DEPTH OF THE REAR YARD SHALL NOT BE LESS THAN TWENTY-FIVE (25) FEET OR TWENTY PERCENT (20%) OF THE LOT DEPTH, WHICHEVER IS LESS, FOR ALL ONE (1) STORY TO TWO AND ONE-HALF (2 1/2) STORY BUILDINGS.  
b. THE DEPTH OF THE REAR YARD SHALL BE NOT LESS THAN THIRTY (30) FEET FOR ALL THREE (3) STORY OR MORE BUILDINGS.
- (3) ALL USES SUBJECT TO BUFFERING REQUIREMENTS SET FORTH IN SEC. 27-306 AND SEC. 27-307.  
(4) UNLESS MODIFIED AS A PART OF A SITE PLAN OR CONDITIONAL USE APPROVAL.  
(5) WITH A CONDITIONAL USE PERMIT, HEIGHT MAY BE INCREASED EXCEPT THAT IN ALL INSTANCES MUST COMPLY WITH AIRPORT ZONING.

**SECTION CORNER TIES:**

**NORTH 1/4 CORNER**  
(W) 87.25 FEET - "X" IN ISLAND NOSE  
(SE) 66.65 FEET - "X" IN WEST END OF WALL  
(E) 58.75 FEET - "X" IN ISLAND NOSE

**SE CORNER, NW 1/4, NE 1/4**  
(N) 66.6 FEET - MAGNAIL IN SOUTH FACE OF 12" DECIDUOUS TREE.  
(S) 37.4 FEET - NORTH FACE OF FIBER OPTIC WARNING POST  
(W) 9.3 FEET - 5/8" REBAR

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

ANTHONY L. BRUCKNER, RLS #696 DATE

**WAIVER**

I, \_\_\_\_\_ (TITLE), OF FLATROCK GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AM THE OWNER 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.

FLATROCK GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY

**DEDICATION:**

WE THE FLATROCK GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ARE OWNERS OF THE TRACT OF LAND DESCRIPTION IN THE SURVEYOR'S STATEMENT AND EMBRACED WITHIN THIS PLAT. HAVE CAUSED SAID REAL ESTATE SHALL BE HERINAFTER KNOWN AS NORFOLK 140 SUBDIVISION, LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA, AND HEREBY DEDICATE THE STREETS, AVENUES, DRIVES, ROADS AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO IN THIS PLAT TO THE USE AND BENEFIT OF THE PUBLIC. PROVIDED FURTHER ARE EASEMENTS AS SHOWN FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES. WE FURTHER DECLARE THAT LOT 1 MAY BE RESPONSIBLE FOR THE COST OF REPAIRS, MAINTENANCE, TAXES AND INSURANCE FOR POST CONSTRUCTION BEST MANAGEMENT PRACTICES AND THAT SUCH OBLIGATION OF THE DESIGNATED LOT OR LOTS SHALL RUN WITH THE LAND.

LORRI BROCKMAN, FLATROCK GROUP DATE

**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA  
COUNTY OF DOUGLAS

ON THE \_\_\_\_ DAY, OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED LORRI BROCKMAN, KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID LORRI BROCKMAN OF FLATROCK GROUP WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED MY COMMISSION EXPIRES

**APPROVAL**

THE FORGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT APPROVED BY THE NORFOLK PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CHAIRMAN: DAN SPRAY

**APPROVAL**

THE FORGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CLERK: BRIANNA DUERST MAYOR: JOSH MOENNING

**MORTGAGE NOTE**

\_\_\_\_\_, THE HOLDER OF A MORTGAGE ON THE REAL ESTATE SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, DO HEREBY CONCUR WITH THE REPLATING OF SAID REAL ESTATE "NORFOLK 140" AS SHOWN

SIGNED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

STATE OF NEBRASKA  
COUNTY OF \_\_\_\_\_

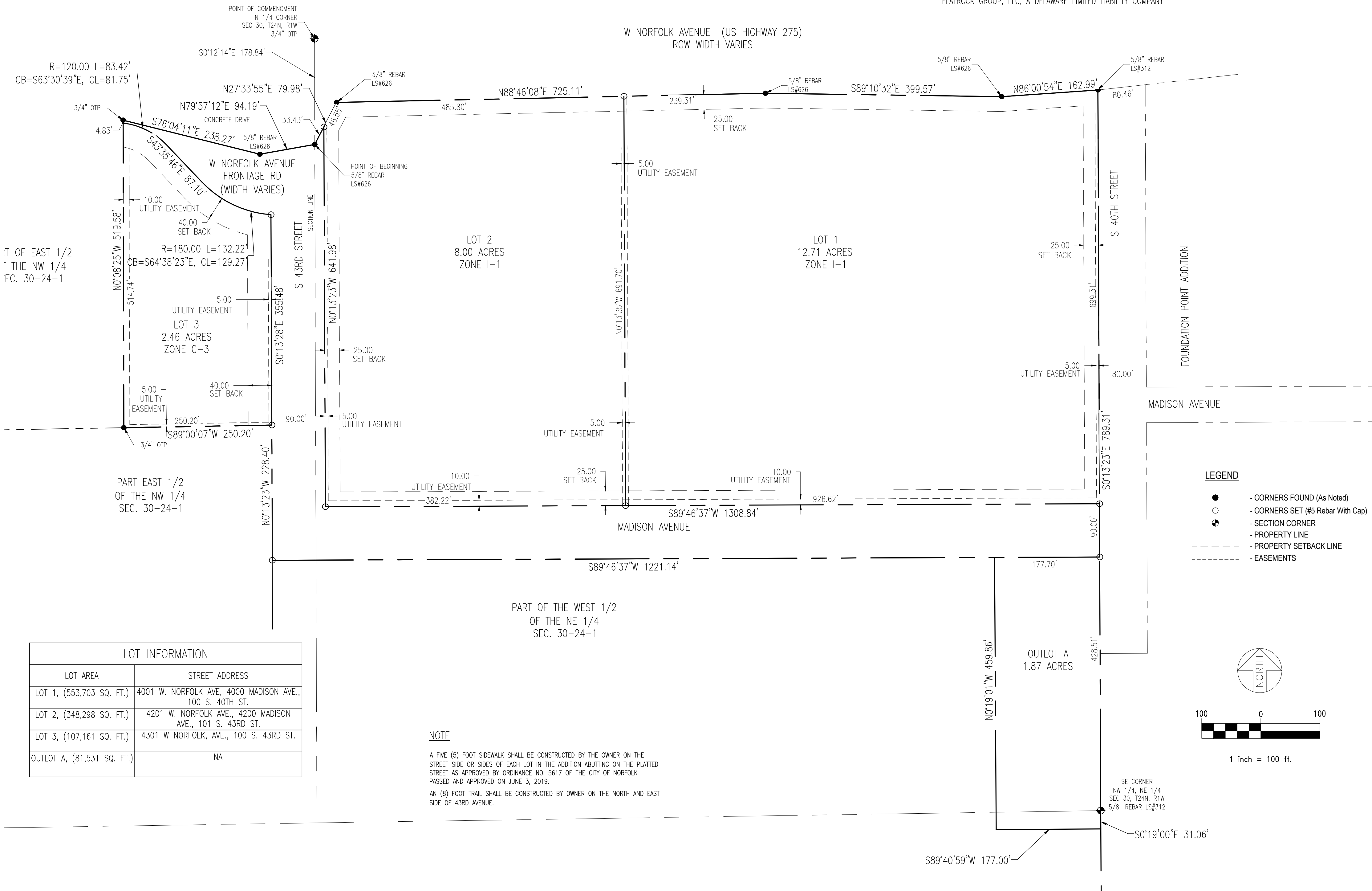
ON THE \_\_\_\_ DAY, OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AFORESAID COUNTY PERSONALLY APPEARED \_\_\_\_\_ KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THIS PLAT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER VOLUNTARY ACT AND DEED AS SAID \_\_\_\_\_ ABOVE MENTIONED. WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED MY COMMISSION EXPIRES

**LEGAL DESCRIPTION AS SURVEYED:**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30;  
THENCE S012°14'E (ASSUMED BEARING), A DISTANCE OF 178.84 FEET TO THE POINT OF BEGINNING;  
THENCE, N27°33'55"E, A DISTANCE OF 79.98 FEET;  
THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;  
THENCE, N88°46'08"E, A DISTANCE OF 725.11 FEET;  
THENCE, S89°10'32"E, A DISTANCE OF 399.57 FEET;  
THENCE, N86°00'54"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;  
THENCE S013°23'E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET, A DISTANCE OF 1217.82 FEET TO THE SE CORNER OF NW QUARTER OF THE NE QUARTER OF SAID SECTION 30;  
THENCE S019°00'E, A DISTANCE OF 31.06 FEET;  
THENCE S89°40'59"W, A DISTANCE OF 177.00 FEET;  
THENCE N019°01'W, A DISTANCE OF 549.86 FEET;  
THENCE S89°46'37"W, A DISTANCE OF 1,221.14 FEET TO THE WEST RIGHT-OF-WAY LINE OF S 43RD STREET;  
THENCE, N01°13'23"W ALONG THE WEST RIGHT-OF-WAY LINE OF S 43RD STREET, A DISTANCE OF 228.40 FEET;  
THENCE, S89°00'07"W, A DISTANCE OF 250.20 FEET;  
THENCE, N0°08'25"W, A DISTANCE OF 519.58 FEET;  
THENCE, S76°04'11"E, A DISTANCE OF 238.27 FEET;  
THENCE, N79°57'12"E, A DISTANCE OF 94.19 FEET TO THE POINT OF BEGINNING.  
SAID TRACT CONTAINS 1,287,424 SQUARE FEET OR 29.56 ACRES, MORE OR LESS.



- LEGEND**
- - CORNERS FOUND (As Noted)
  - - CORNERS SET (#5 Rebar With Cap)
  - ◆ - SECTION CORNER
  - - PROPERTY LINE
  - - - - - PROPERTY SETBACK LINE
  - - - - - EASEMENTS

LOT INFORMATION	
LOT AREA	STREET ADDRESS
LOT 1, (553,703 SQ. FT.)	4001 W. NORFOLK AVE., 4000 MADISON AVE., 100 S. 40TH ST.
LOT 2, (348,298 SQ. FT.)	4201 W. NORFOLK AVE., 4200 MADISON AVE., 101 S. 43RD ST.
LOT 3, (107,161 SQ. FT.)	4301 W NORFOLK, AVE., 100 S. 43RD ST.
OUTLOT A, (81,531 SQ. FT.)	NA

**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 THE PLATTED STREET AS APPROVED BY ORDINANCE NO. 5617 OF THE CITY OF NORFOLK PASSED AND APPROVED ON JUNE 3, 2019.  
AN (8) FOOT TRAIL SHALL BE CONSTRUCTED BY OWNER ON THE NORTH AND EAST SIDE OF 43RD AVENUE.

DESIGNED	DRAWN	CHECKED	BY
9/26/2023	KAG	ALB	BY
DATE	BY	APP	REVISIONS

**SCHEMMER**  
Design with Purpose. Build with Confidence.

NORFOLK 140 SUBDIVISION  
LOTS 1 THRU 3  
NORFOLK, NEBRASKA

FINAL PLAT

JOB NO.	08417.002
SHEET	1 of 1

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

**SUBDIVISION AGREEMENT**

**NORFOLK 140 SUBDIVISION  
SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST  
IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as the "City" and \_\_\_\_\_, the \_\_\_\_\_, 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 LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30;  
THENCE S0°12'14"E (ASSUMED BEARING), A DISTANCE OF 178.84 FEET TO THE POINT OF BEGINNING;  
THENCE, N27°33'55"E, A DISTANCE OF 79.98 FEET;  
THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;  
THENCE, N88°46'08"E, A DISTANCE OF 725.11 FEET;  
THENCE, S89°10'32"E, A DISTANCE OF 399.57 FEET;  
THENCE; N86°00'54"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;  
THENCE S0°13'23"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40<sup>TH</sup> STREET, A DISTANCE OF 1217.82 FEET TO THE SE CORNER OF NW QUARTER OF THE NE QUARTER OF SAID SECTION 30;  
THENCE S0°19'00"E, A DISTANCE OF 31.06 FEET;  
THENCE S89°40'59"W, A DISTANCE OF 177.00 FEET;

THENCE N0°19'01"W, A DISTANCE OF 549.86 FEET;  
THENCE S89°46'37"W, A DISTANCE OF 1,221.14 FEET TO THE WEST RIGHT-OFWAY  
LINE OF S 43ND AVENUE;  
THENCE, N01°13'23"W ALONG THE WEST RIGHT-OF-WAY LINE OF S 43RD  
AVENUE, A DISTANCE OF 228.40 FEET;  
THENCE, S89°00'07"W, A DISTANCE OF 250.20 FEET;  
THENCE, N0°08'25"W, A DISTANCE OF 519.58 FEET;  
THENCE, S76°04'11"E, A DISTANCE OF 238.27 FEET;  
THENCE, N79°57'12"E, A DISTANCE OF 94.19 FEET TO THE POINT OF BEGINNING.  
SAID TRACT CONTAINS 1,287,424 SQUARE FEET OR 29.56 ACRES, MORE OR LESS.

AND WHEREAS, the Developer wishes to plat said property (the "Property") and hereby submits to the City as provided by law, an accurate subdivision plat creating a subdivision to be known as Norfolk 140 (the "Subdivision");

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.

The City shall pay all costs associated with the installation of sanitary sewer mains, manholes, and sanitary sewer service lines to individual lots in the Subdivision through an Assessment District. The City agrees to pay the differential oversize costs for sanitary sewer larger than eight inches (8") in diameter and to not assess such oversize costs to the lots in the Subdivision. The parties agree that sewer district assessments for lots in the Subdivision will be based on the lot area. Further, the parties agree that the lot area for each lot in the Subdivision will be as follows:

Lot 1	553,703 Sq. Ft.
Lot 2	348,298 Sq. Ft.
Lot 3	107,161 Sq. Ft.
Outlot A	81,531 Sq. Ft. (Not Assessed)

The Developer agrees that if a lot is sold or conveyed to a third party prior to assessments for sanitary sewer being determined, the Developer will provide the City with a statement from the buyer stating that said buyer agrees to the method of assessment.

There will be a cost for connection to existing sanitary sewer as outlined in Chapter 26 of City Code.

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.

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.

The City shall pay all costs associated with the installation of water mains, services and appurtenances to individual lots in the Subdivision through an Assessment District. The City agrees to pay the differential oversize costs for water mains larger than eight inches (8") in diameter and to not assess such oversize costs to the lots in the Subdivision. The parties agree that water district assessments for lots in the Subdivision will be based on the lot area. Further, the parties agree that the lot area for each lot in the Subdivision will be as follows:

Lot 1	553,703,641,918 Sq. Ft.
Lot 2	348,298,261,800 Sq. Ft.
Lot 3	107,161 Sq. Ft.
Outlot A	81,531 Sq. Ft. (Not Assessed)

The Developer agrees that if a lot is sold or conveyed to a third party prior to assessments for water improvements being determined, the Developer will provide the City with a statement from the buyer stating that said buyer agrees to the method of assessment.

There will be a cost for connection to existing water as outlined in Chapter 26 of City Code.

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.

3. Street Improvements: At the request of the Developer, the City will form a paving district for the construction of 43<sup>rd</sup> Street, Madison Avenue, an extension of 40<sup>th</sup> Street, trail extensions, and storm sewer. Streets in the Subdivision shall be thirty-one feet (31') measured from back of curb to back of curb. An offset right turn lane shall be constructed for Highway 275 east bound traffic turning right on to S. 43<sup>rd</sup> Street. The City trail system shall be extended through the Subdivision along the north side Madison Avenue from 40<sup>th</sup> Street to 43<sup>rd</sup> Street, along the east side of 43<sup>rd</sup> Avenue along Lot 2, and along the west side of 40<sup>th</sup> Street adjacent to Lot 1 north to the westerly extension of the trail in the Fountain Point Subdivision.

The City shall pay all costs associated with the street and trail construction, and associated grading, storm sewer, and storm sewer structures for the construction of the roadway improvements in the Subdivision through an Assessment District. The City agrees to pay the differential oversize costs for storm sewer larger than twenty-four inches (24") in

diameter, to pay the oversize costs for the intersection paving, and to not assess either of the foregoing oversize costs to the lots in the Subdivision. The parties agree that paving assessments for lots in the Subdivision will be based on the lot area. Further, the parties agree that the lot area for each lot in the Subdivision will be as follows:

Lot 1	553,703 Sq. Ft.
Lot 2	348,298 Sq. Ft.
Lot 3	107,161 Sq. Ft.
Outlot A	81,531 Sq. Ft. (Not Assessed)

The Developer agrees that if a lot is sold or conveyed to a third party prior to assessments for paving being determined, the Developer will provide the City with a statement from the buyer stating that said buyer agrees to the method of assessment.

The City will order and install street signs.

4. Sidewalks: The Developer agrees to install a five-foot-wide sidewalk on the street side(s) of each lot in the Subdivision, as provided for in Section 22-20 of the 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 the 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.

A portion of this Subdivision shall be used as a Post Construction Stormwater facility. The Developer agrees to build the facility as shown in the Post Construction Stormwater Management Plan Maintenance Agreement and Easement agreement which will be filed subsequent to this Subdivision Agreement. The Developer agrees to maintain the facility as required by City Code and as agreed to in the Post Construction Stormwater Management Plan Maintenance Agreement and Easement. There will be no cost to the City for construction, maintenance or inspection of the facility.

A portion of land maintained in an easement by the Developer shall be used as bio-swales under permanent best management practice ("BMP") to treat storm water from Norfolk 140 Subdivision as required by City Code. The Developer agrees to build the BMP as shown on the APPROVED Drainage Plan. The Developer agrees to maintain the bio-swale as required by City Code and as agreed to in the Post Construction Stormwater Management Plan Maintenance Agreement and Easement. There will be no cost to the City for construction, maintenance or inspection of the bio-swales.

In lieu of requiring the Developer to meet the onsite retention/detention requirements of the City's August 2020 Drainage Criteria Manual, the City may elect to offer the Developer the following alternative options: (1) pay a fee; or (2) make certain improvements that allow for the transmission of storm water offsite onto the City's property located

immediately south of the Property. The City shall notify the Developer no later than May 31, 2024 regarding its election to offer, or not to offer, one or both of the alternative options. If the City elects to offer either of the alternative options, the Developer shall have the sole discretion to accept or deny such offer. If the Developer denies the City's offer, or if the City elects to offer neither of the alternative options, the Developer shall fully develop the onsite retention/detention requirements and any post construction storm water quality improvements.

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 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 measures 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 Developer's responsibility to control water and wind erosion and minimize or eliminate where possible any discharge of such from the Developer's land. Erosion control shall be installed at the earliest date allowed by the manufacturer's specifications.

6. Street Lights:

Commercial/Industrial Lighting:

Commercial/Industrial City Standard is thirty-five foot (35') Pole w/o footing, ten foot (10') 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) thirty foot (30') Pole w/o footing, six foot (6') arm with 45 Watt LED Light GCJ0-15H-MV-NW-2R-GY-700-PCR7-RWG-WL Head Model Leotech, Electronics USA Head Manufacturer.

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 Engineer of Record 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: June 1, 2024



Sanitary Sewer: April 1, 2024  
Domestic Water: April 1, 2024  
Paving: May 1, 2024

8. Construction Phase Engineering Services:

If paving, water, and sewer districts are not used, the Developer shall provide the following construction phase services.

The Developer shall engage the Engineer of Record or an Authorized Project Representative of the Engineer of Record for at least the following construction phase services.

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.

Materials testing as required by the construction documents and City 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

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 in compliance 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 Developer's 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 Developer 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'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 Developer will dedicate the sanitary sewer mains, water mains, and street improvements to the City for public use and maintenance.

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 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.
3. 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 the 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
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. 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'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

**“Developer”**

Flatrock Group, LLC  
a Delaware Limited Liability Company

BY: \_\_\_\_\_  
Lorri Brockman, Corporate Manager

STATE OF NEBRASKA    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, duly qualified in and for said County and State, personally  
Appeared \_\_\_\_\_,  
known to me to be the identical persons who executed the foregoing instrument and acknowledge  
the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

February 22, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On February 22, 2023 the Norfolk Planning Commission reviewed the final plat of Norfolk 140 Subdivision.

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

The Planning Commission recommends approval of the request with a 7-0 vote.

Sincerely,



Dan Spray, Chair  
Norfolk Planning Commission

City of Norfolk, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701

RESOLUTION NO. 2023-39

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 LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6<sup>TH</sup> P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE S0°12'14"E (ASSUMED BEARING), A DISTANCE OF 178.84 FEET TO THE POINT OF BEGINNING; THENCE N27°33'55"E, A DISTANCE OF 79.98 FEET; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES; THENCE, N88°46'08"E, A DISTANCE OF 725.11 FEET; THENCE, S89°10'32"E, A DISTANCE OF 399.57 FEET; THENCE; N86°00'54"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40<sup>TH</sup> STREET; THENCE S0°13'23"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40<sup>TH</sup> STREET, A DISTANCE OF 1217.82 FEET TO THE SE CORNER OF NW QUARTER OF THE NE QUARTER OF SAID SECTION 30; THENCE S0°19'00"E, A DISTANCE OF 31.06 FEET; THENCE S89°40'59"W, A DISTANCE OF 177.00 FEET; THENCE N0°19'01"W, A DISTANCE OF 549.86 FEET; THENCE S89°46'37"W, A DISTANCE OF 1,221.14 FEET TO THE WEST RIGHT-OF-WAY LINE OF S 43<sup>RD</sup> STREET; THENCE, N01°13'23"W ALONG THE WEST RIGHT-OF-WAY LINE OF S 43<sup>RD</sup> STREET, A DISTANCE OF 228.40 FEET; THENCE, S89°00'07"W, A DISTANCE OF 250.20 FEET;



THENCE, N0°08'25"W, A DISTANCE OF 519.58 FEET; THENCE, S76°04'11"E, A DISTANCE OF 238.27 FEET; THENCE, N79°57'12"E, A DISTANCE OF 94.19 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,287,424 SQUARE FEET OR 29.56 ACRES, MORE OR LESS.

WHEREAS, said property is owned by Flatrock Group, LLC, a Delaware Limited Liability Company; and

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

WHEREAS, a plat 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 Norfolk 140 Subdivision 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 \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

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

For Office Use Only	Date Rec'd <u>7/10/23</u>
	Fee \$ <u>300.00</u>
	Rec'd by <u>KP</u>

**SUBDIVISION APPLICATION**

Name of Subdivision: Madison Villas Second Addition

Preliminary
  Final

Applicant: Whitecliff Development Inc. 1000 W Norfolk Ave Norfolk, NE

Name 402.649.3700 Address whitecliff@doversite.com

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Contact: Nick Hoffman 502 W. Madison Ave Norfolk, NE

(other than Name Address  
Applicant) 402.316.2625 nhoffman@mclauryengineering.com

Phone \_\_\_\_\_ Email \_\_\_\_\_


Current Zoning: R3

General Location/Address: 1408 E Hayes Ave Norfolk, NE

Lots 6 & 7 Block 2, and Lot1 Block 3 Madison Villas Addition to the City of Norfolk

Legal Description: SW 1/4 of the NW 1/4 of Section 25, T35N, R1W, 6th PM, Madison County, Nebraska

Property Area, Square Feet and/or Acres: 37,946

  
 \_\_\_\_\_  
 Signature of Owner

Erica Dover Daake  
 \_\_\_\_\_  
 Printed Name of Owner

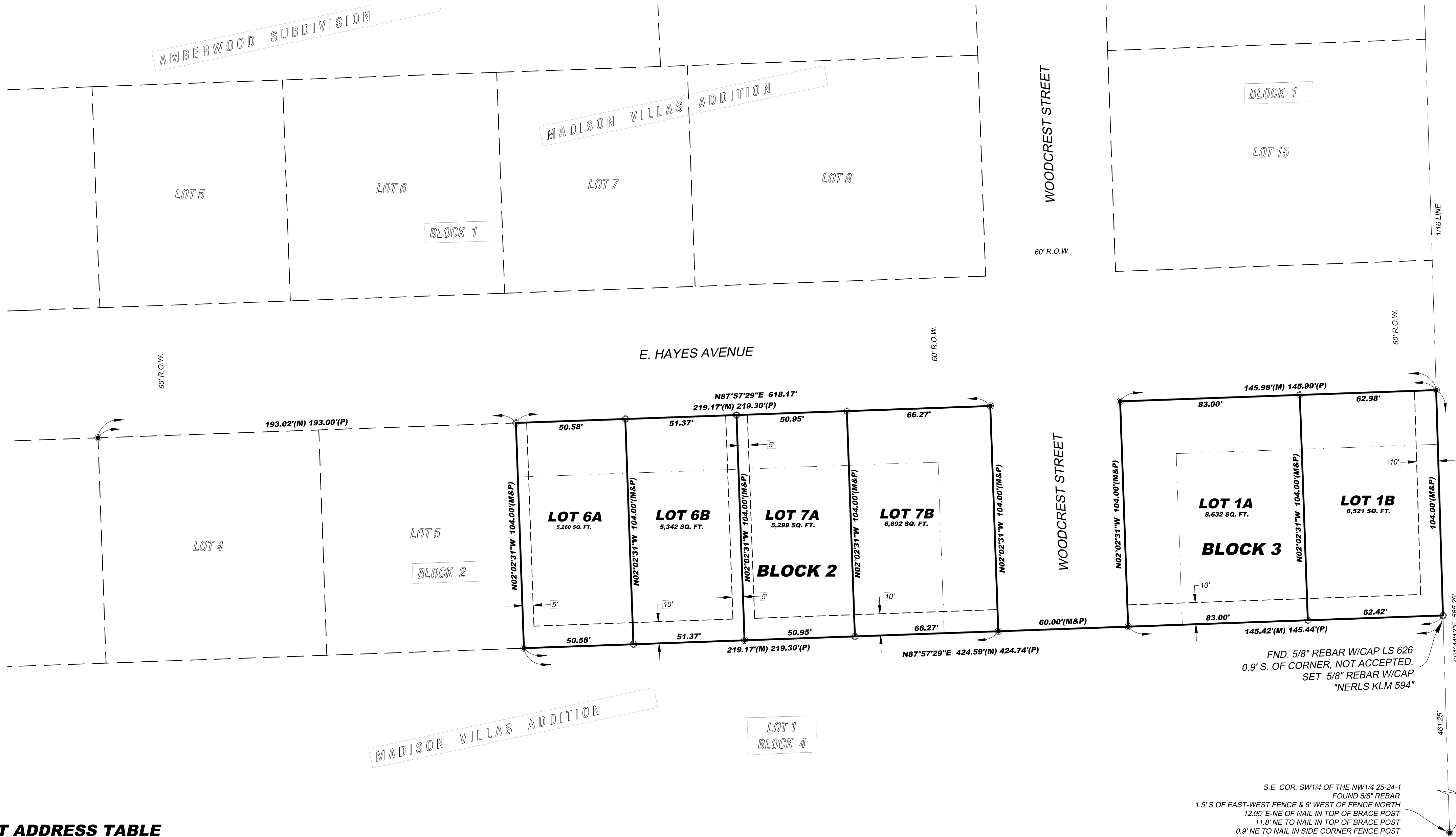
OR

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

# FINAL REPLAT OF MADISON VILLAS 2ND ADDITION

**AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.  
BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25,  
TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA**



**LOT ADDRESS TABLE**

LOT NUMBER	ADDRESS	LOT AREA (SQ. FT.)
LOT 6A, BLOCK 2	1406 E. HAYES AVE	5,260
LOT 6B, BLOCK 2	1408 E. HAYES AVE	5,342
LOT 7A, BLOCK 2	1410 E. HAYES AVE	5,299
LOT 7B, BLOCK 2	1412 E. HAYES AVE OR 501 WOODCREST ST	6,892
LOT 1A, BLOCK 3	1500 E. HAYES AVE OR 500 WOODCREST ST	6,632
LOT 1B, BLOCK 3	1502 E. HAYES AVE	6,521

**SURVEYOR'S NOTES:**

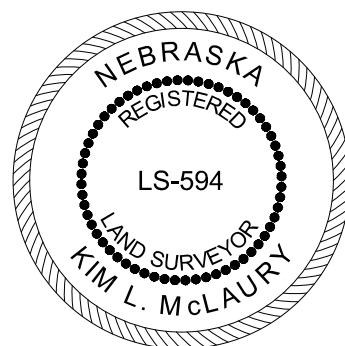
- A FIVE FOOT SIDEWALK SHALL BE CONSTRUCTED BY THE OWNER ON THE STREET SIDE OR SIDES OF EACH LOT IN THE ADDITION ABUTTING ON A PLATTED STREET AS PROVIDED FOR BY ORDINANCE NO. 5617 OF THE CITY OF NORFOLK PASSED AND APPROVED ON JUNE 3, 2019
- PARCEL NUMBERS AS SHOWN ON MADISON COUNTY, NEBRASKA, GIS:  
590256686  
590256690  
590256694

**SURVEYOR'S CERTIFICATION:**

I, KIM L. McLAURY, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HEREBY CERTIFY THAT I DIRECTED AND SUPERVISED THE SURVEY OF "MADISON VILLAS 2ND ADDITION", AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, AS SHOWN ON THE PLAT HEREIN; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

*Kim L. McLaury*  
KIM L. McLAURY  
NEB. REG. L.S. NO. 594

June 20, 2023  
DATE:



**LEGAL DESCRIPTION - BLOCK 2:**

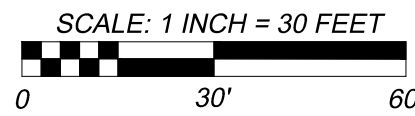
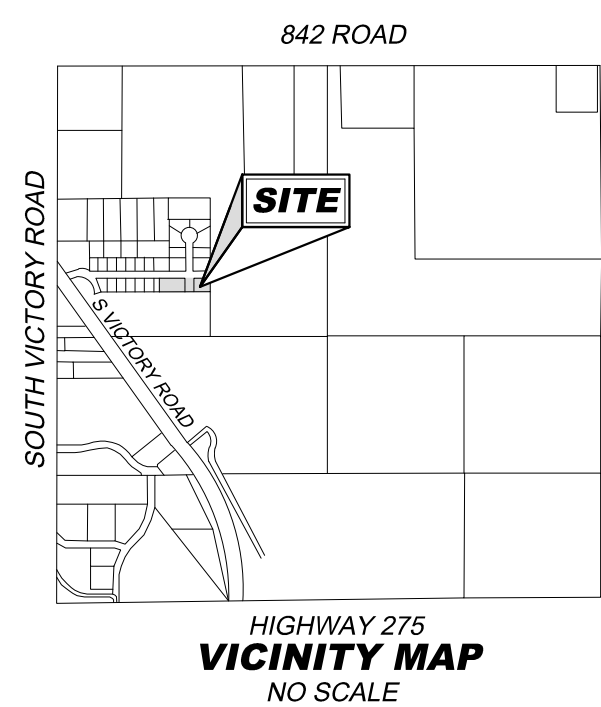
LOTS 6 AND 7, (NOW VACATED), BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;  
THENCE N02°02'31"W ON THE WEST LINE OF SAID LOT 6, A DISTANCE OF 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6;  
THENCE N87°57'29"E ON THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOT 7, BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, A DISTANCE OF 219.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 7;  
THENCE S02°02'31"E ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7;  
THENCE S87°57'29"W ON THE SOUTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 219.17 FEET TO THE POINT OF BEGINNING.  
CONTAINING 22,793 SQUARE FEET MORE OR LESS.

**LEGAL DESCRIPTION - BLOCK 3:**

LOT 1, (NOW VACATED), BLOCK 3, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, SAID POINT BEING ON THE EAST LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;  
THENCE S87°57'29"W ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 145.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;  
THENCE N02°02'31"W ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE N87°57'29"E ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 145.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE EAST LINE OF THE SW1/4 OF SAID SECTION 25;  
THENCE S01°44'12"E ON THE EAST LINE OF SAID LOT 1 AND THE 1/16 LINE, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 15,153 SQUARE FEET MORE OR LESS.

**SETBACKS**

FRONT YARD - 25'  
SIDE YARD - 7'  
REAR YARD - TWENTY PERCENT (20%) OF THE DEPTH OF THE LOT, BUT SUCH DEPTH NEED NOT BE MORE THAN THIRTY (30) FEET



**LEGEND**

- IRON MONUMENT FOUND
- FND 5/8" REBAR W/LS CAP 626
- IRON MONUMENT SET
- 5/8" x 24" REBAR W/CAP "NERLS KLM 594"
- △ CALCULATED CORNER
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE
- R.O.W. RIGHT OF WAY
- N.A.P. NOT A PART OF THIS SURVEY
- U.E. UTILITY EASEMENT
- UTILITY EASEMENT LINE
- BUILDING SETBACK LINE

**DEDICATION & WAIVER**

WE, WHITECLIFF DEVELOPMENT, INC., A NEBRASKA CORPORATION, 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 "MADISON VILLAS 2ND ADDITION", AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA.  
WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF THE PROPERTY, AS SHOWN ON THE PLAT HEREIN. WE ALSO HEREBY PROVIDE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES, AS 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.

WHITECLIFF DEVELOPMENT, INC.  
A NEBRASKA CORPORATION

ERICA DOVER-DAAKE  
PRESIDENT/TREASURER

**ACKNOWLEDGMENT OF NOTARY:**

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED WITHIN AND FOR SAID COUNTY, APPEARED ERICA DOVER-DAAKE, PRESIDENT/TREASURER OF WHITECLIFF DEVELOPMENT, INC., A NEBRASKA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME

AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC, STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

**MORTGAGE NOTE:**

ELKHORN VALLEY BANK AND TRUST, 1010 OMAHA AVE, NORFOLK, NEBRASKA, 68701, THE HOLDER OF A MORTGAGE ON A THE REAL ESTATE SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, DO HEREBY CONCUR WITH THE REPLATTING OF SAID REAL ESTATE AS "MADISON VILLAS 2ND ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA", AS SHOWN.

SIGNED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

TARA BUELL-KORTH  
ELKHORN VALLEY BANK

**ACKNOWLEDGMENT OF NOTARY:**

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED WITHIN AND FOR SAID COUNTY, APPEARED TARRA BUELL-KORTH, ELKHORN VALLEY BANK, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME

AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC, STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

**PLANNING COMMISSION APPROVAL:**

THE FOREGOING AND WITHIN PLAT, APPROVED BY PLANNING COMMISSION OF THE CITY OF NORFOLK,

MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DAN SPRAY, CHAIRMAN

**MAYOR & CITY COUNCIL 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 \_\_\_\_\_, 2023.  
ATTEST.

BRIAN NA DUERST, CLERK

JOSH MOENNING, MAYOR

SEAL 	502 W. MADISON STREET NORFOLK, NE 68701 402.316.2625	 <b>McLaury ENGINEERING</b>
	<b>CITY OF NORFOLK</b>	
<b>MADISON VILLAS 2ND ADDITION</b>		
SCALE: 1" = 30'	DATE: 06/20/2023	JOB NO: 42221201
DRAWN BY: CWC	APPROVED BY: KLM	SHEET 1 OF 1

July 18, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On July 18, 2023 the Norfolk Planning Commission reviewed the final plat of Madison Villas 2<sup>nd</sup> 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 request with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

City of Norfolk, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701

RESOLUTION NO. 2023-40

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

LOTS 6 AND 7, (NOW VACATED), BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N02°02'31"W ON THE WEST LINE OF SAID LOT 6, A DISTANCE OF 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N87°57'29"E ON THE NORTH LINE OF SAID LOT 6 AND THE NORTH LINE OF LOT 7, BLOCK 2, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, A DISTANCE OF 219.17 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE S02°02'31"E ON THE EAST LINE OF SAID LOT 7, A DISTANCE OF 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S87°57'29"W ON THE SOUTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 219.17 FEET TO THE POINT OF BEGINNING. CONTAINING 22,793 SQUARE FEET MORE OR LESS.

And

LOT 1, (NOW VACATED), BLOCK 3, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING PART OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, MADISON VILLAS ADDITION, AN ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, SAID POINT BEING ON THE EAST LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA; THENCE S87°57'29"W ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 145.42 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N02°02'31"W ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N87°57'29"E ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 145.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE EAST LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 25; THENCE S01°44'12"E ON THE EAST LINE OF SAID LOT 1 AND THE 1/16 LINE, A DISTANCE OF 104.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15,153 SQUARE FEET MORE OR LESS.

WHEREAS, said property is owned by Whitecliff Development, Inc.; and

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

WHEREAS, a plat has been prepared in anticipation of platting the above described property.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Madison Villas 2<sup>nd</sup> Addition, City of Norfolk, Madison County, Nebraska, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

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

For Office Use Only	Date Rec'd	5-19-23
	Fee	\$ 310 5/22
	Rec'd by	EJ

**SUBDIVISION APPLICATION**

Name of Subdivision: Boyle's Addition to City of Norfolk, Madison County, NE

Preliminary  Final

Applicant: Patrick J. & Ellen J. Boyle 1327 Koenigstein Ave., Norfolk, NE

Name Address  
402-379-4155

Phone Email

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

Contact: Patrick & Ellen Boyle 1327 Koenigstein Ave., Norfolk, NE

(other than Name Address  
Applicant) 402-379-4155

Phone Email

Current Zoning: R-1

General Location/Address: 1327 & 1325 Koenigstein Ave., Norfolk, NE

Legal Description: See Attached Sheet


Tax ID# 590117890, 590288156 & 590117939

Property Area, Square Feet and/or Acres: 0.74 Acres

  
Signature of Owner  
Patrick J. Boyle

Printed Name of Owner

and  
~~or~~

  
Authorized Agent ~~Owner~~  
Ellen J. Boyle

Printed Name of ~~Authorized Agent~~ Owner

**Legal Description:**

**The East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska**

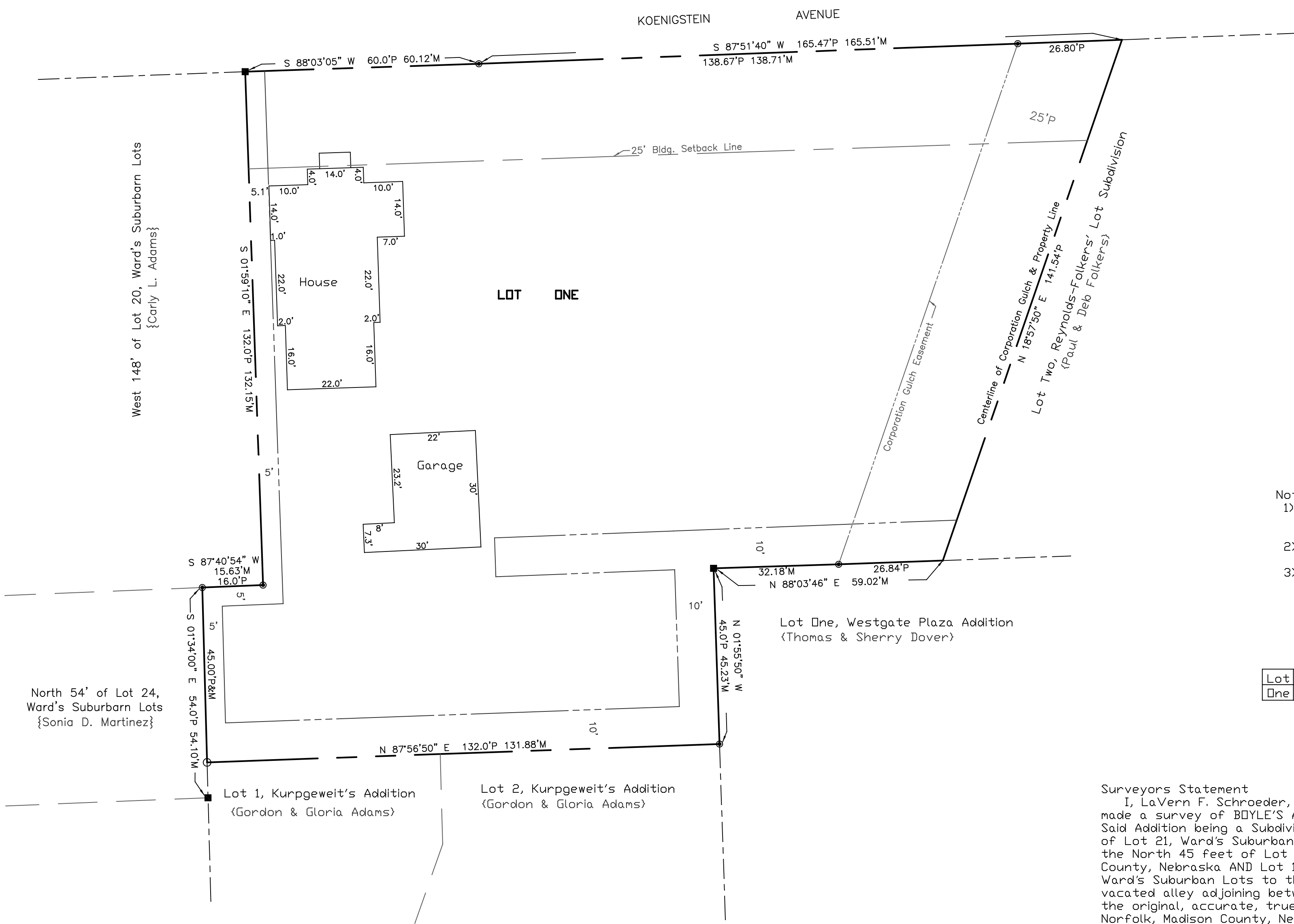
**AND**

**The North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska**

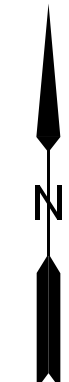
**AND**

**Lot 1, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21**





Proj. No.  
2023-26



- Legend
- Pipe Found
  - Pin Found
  - Pin Set
  - △ Calc. Point
  - P Platted Dist.
  - M Measured Dist.
  - Property Line
  - - - Existing Lot Line
  - - - Section Line
  - - - Highway R.O.W. Line
  - - - Utility Easement Line
  - - - Corporation Gulch Easement Line
  - - - Building Line
  - - - Building Setback Line
  - - - Block Line

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.

Lot	Area	Address
One	0.74 Acres	1327 Koenigstein Avenue

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of BOYLE'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of the East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska AND the North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska AND Lot 1, Reynolds-Falkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21 that the Plat attached hereto is the original, accurate, true and correct plat of said BOYLE'S ADDITION to the City of Norfolk, Madison County, Nebraska; that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said BOYLE'S 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 BOYLE'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lot One at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows: The East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska

AND The North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska

AND Lot 1, Reynolds-Falkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21.

I hereby state that I have executed this instrument on this 11th day of July, 2023.

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 Lot One, to be known hereinafter as BOYLE'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of the East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska AND the North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska AND Lot 1, Reynolds-Falkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21; 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.

Patrick J. Boyle \_\_\_\_\_ Ellen J. Boyle \_\_\_\_\_

State of Nebraska)  
County of Madison)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Patrick J. Boyle and Ellen J. Boyle, 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 \_\_\_\_\_ 2023.

Don 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 \_\_\_\_\_, 2023.

Attest: Brianna Duerst \_\_\_\_\_ Josh Moenning \_\_\_\_\_  
City Clerk Mayor

WAIVER

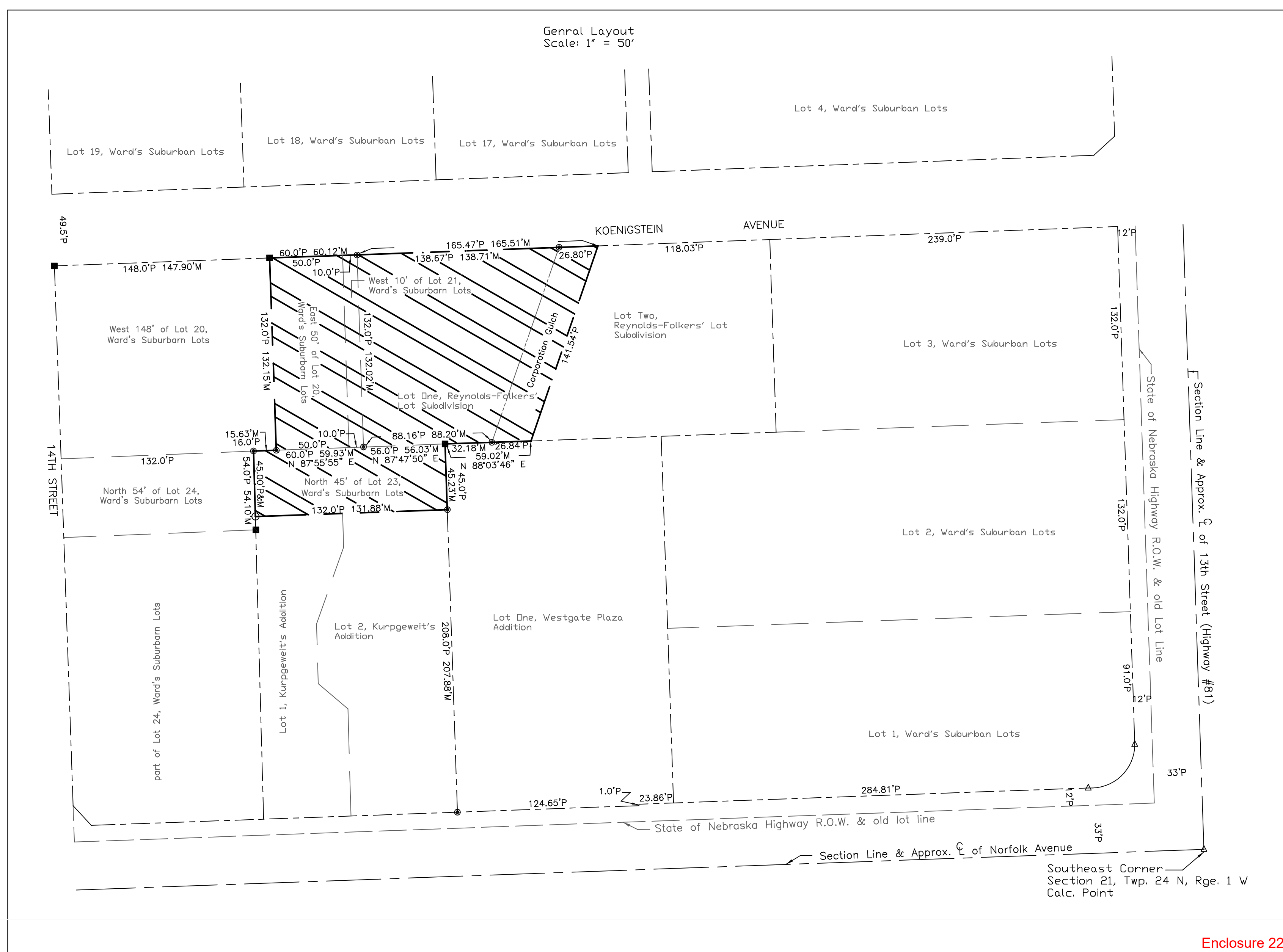
We, Patrick J. Boyle and Ellen J. Boyle, are the owners of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

Patrick J. Boyle \_\_\_\_\_ Ellen J. Boyle \_\_\_\_\_

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 \_\_\_\_\_ 2023.

Diane Nykodym  
Register of Deeds



July 18, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On July 18, 2023 the Norfolk Planning Commission reviewed the final plat of Boyle's Addition.

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

The Planning Commission recommends approval of the request with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

City of Norfolk, 309 N. 5<sup>th</sup> Street, Norfolk, Nebraska 68701

RESOLUTION NO. 2023-41

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

The East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska

AND

The North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska

AND

Lot 1, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21

WHEREAS, said property is owned by Patrick J & Ellen J Boyle, 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 has been prepared in anticipation of platting the above described property.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Boyle's Addition, City of Norfolk, Madison County, Nebraska, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Mayor

\_\_\_\_\_  
Brianna Duerst, City Clerk

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

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE (402) 471-2571  
Website www.ksnebraska.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

Jim's Fine Wine & More  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

2001 Market Lane Norfolk, 68701  
Retail Liquor License Address or Non-Profit Business Address

CK-078415  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 9/10/23

Event Start Time(s): 12: P.M.

Event End Time(s): 9: P.M.

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Sacred Heart Parish

Event Street Address/City: 2300 W. Madison Ave Norfolk

Indoor area to be licensed in length & width: 20x 40

Outdoor area to be licensed in length & width: 110 x 90 (Diagram Form #109 must be attached)

Type of Event: Wine & Beer Garden Estimate # of attendees: 130

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

Event Contact Name: Jim Rutten Event Contact Phone Number: 402-371-7190

Event Contact Email: jim@jimsfinewine.com

\*Signature: Authorized Representative: Jim Rutten Printed Name: Jim Rutten  
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 \_\_\_\_\_

**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

Ankle Deep Inc. DBA The Mint Bar

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

304-306 W Northwestern Ave Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

063436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 09-09-23

Event Date(s):

Event Start Time(s): 12pm

Event End Time(s): 2am

Alternate Date:

Alternate Location Building & Address:

Event Building Name:

Event Street Address/City: 304-308 W Northwestern Ave

Indoor area to be licensed in length & width:      X     

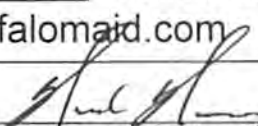
Outdoor area to be licensed in length & width: 150 X 35 (Diagram Form #109 must be attached)

Type of Event: Street Dance Estimate # of attendees: 200

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

Event Contact Name: Heath Henery Event Contact Phone Number: 402-660-2677

Event Contact Email: wings@buffalomaids.com

\*Signature Authorized Representative:  Printed Name Heath Henery

*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 Norfolk **OR** County of USA approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

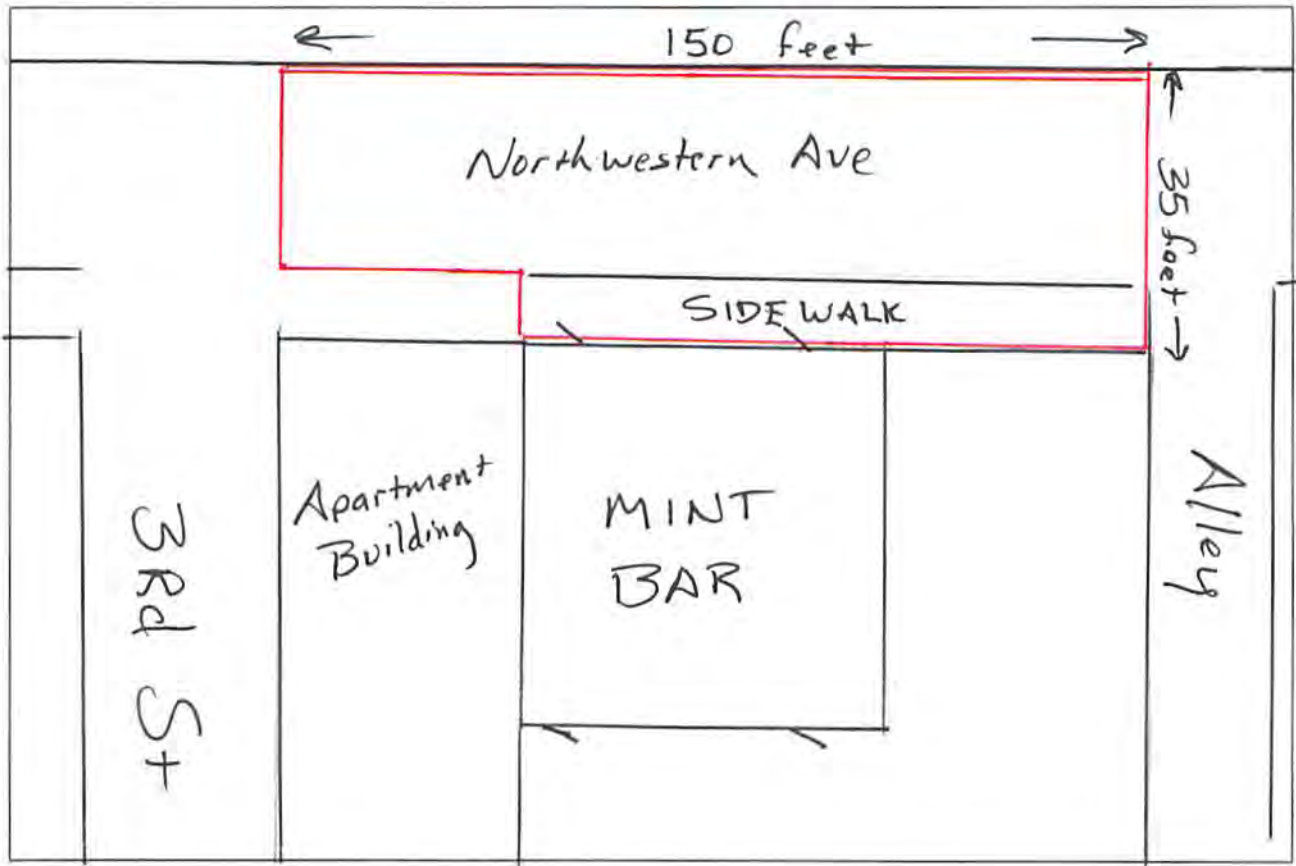
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security and Staff

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA: 15 IN RED INK



## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Ankle Deep, Inc., a Nebraska Corporation, d/b/a Mint Bar, hereinafter referred to as "MINT BAR", WITNESSETH:

WHEREAS, MINT BAR is desirous of closing a portion of Northwestern Avenue to host a street dance event which may include but is not limited to live music performances and the sale of alcohol; and

WHEREAS, MINT BAR has requested that Northwestern Avenue from 3<sup>rd</sup> Street west to the alley be closed for its event on Saturday, September 9, 2023; and

WHEREAS, alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council; and

WHEREAS, attached hereto as Exhibit "A" is a map which shows the approximate location of the beer garden that is contemplated for the event; and

WHEREAS, CITY is desirous of allowing the closure of said portion of Northwestern Avenue as described above for the street dance event at MINT BAR's request.

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

1. TERM. The term of this Agreement shall be for the days of Saturday and Sunday, September 9-10, 2023.

2. STREET CLOSURE. CITY shall allow for the closure of Northwestern Avenue from 3<sup>rd</sup> Street west to the alley from 10:00 a.m. on Saturday, September 9, 2023, to 2:00 a.m. on Sunday, September 10, 2023. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.

3. SET UP/CLEAN UP. MINT BAR shall be allowed to begin setting up for its event on the closed portion of Northwestern Avenue at 10:00 a.m. on Saturday, September 9, 2023. MINT BAR shall be responsible for cleanup from the event and shall complete said cleanup by 2:00 a.m. on Sunday, September 10, 2023.

4. ALCOHOL.

A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to MINT BAR for alcohol to be served at the following locations:

1) on the closed portion of Northwestern Avenue, and



2) on the sidewalk adjacent to the north side of the closed portion of Northwestern Avenue,

from 12:00 noon on Saturday, September 9, 2023, until 2:00 a.m. on Sunday, September 10, 2023, in the area designated as “beer garden” on the attached Exhibit “A”.

In addition to this authorization, all necessary liquor licenses shall be obtained.

- B. Open Containers of Alcohol. Except as set forth in subparagraph A above, this authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol on any adjoining sidewalk or street in the vicinity of Northwestern Avenue from 3<sup>rd</sup> Street west to the alley.
- C. Strict Compliance. The consumption of alcohol on the closed portion of Northwestern Avenue (and adjacent sidewalk on Northwestern Avenue) shall be had in strict compliance with the representations made on the liquor license application, a copy of which is attached hereto as Exhibit “B”, and pursuant to the terms of any liquor license that is obtained.

5. NO HOLES IN STREET/SIDEWALK. MINT BAR shall not drill any holes in the surface of the closed portion of Northwestern Avenue or any adjacent alleys or sidewalks.

6. NO PAINT ON STREET/SIDEWALKS. MINT BAR shall not paint any streets, alleys, or sidewalks for this event. In the event that MINT BAR does paint or permanently mark any streets, alleys, or sidewalks, then City shall have the paint or marking removed and the cost thereof shall be paid by MINT BAR.

7. DAMAGE. Any damage to CITY property resulting from MINT BAR holding its event on the closed portion of Northwestern Avenue and adjoining sidewalk will be repaired by CITY and the cost thereof shall be paid by MINT BAR.

8. SECURITY. MINT BAR shall, at its own expense, provide adequate security for crowd control for its event as well as for compliance with alcohol possession/consumption laws.

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

10. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY’s Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures

11. INSURANCE.

A. MINT BAR 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
g. Liquor Liability	\$1,000,000 each occurrence

The policy issued shall cover all activities sponsored by MINT BAR for the event with no exclusions. In the event there is any exclusion or limitation of MINT BAR's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of MINT BAR's event.

B. MINT BAR shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for MINT BAR's event (including but not limited to the serving of alcohol on CITY's property during the event). MINT BAR agrees to be responsible for any damages or claim of loss not covered by MINT BAR's 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 August 30, 2023, then (1) MINT BAR 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.

12. HOLD HARMLESS/INDEMNIFICATION. MINT BAR agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by MINT BAR 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 MINT BAR failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

13. STATEMENTS FROM AFFECTED BUSINESSES. MINT BAR shall contact each business along Northwestern Avenue that will be affected by the street closure and obtain a signed statement from the business stating they do not object to the street being closed from 10:00 a.m. on September 9, 2023, to 2:00 a.m. on September 10, 2023. MINT BAR shall provide said signed statements to the Norfolk City Clerk's office by September 6, 2023. In the event signed statements are not provided for each affected business by September 6, 2023, this Agreement shall be voidable at the option of CITY.

14. SALES TAX. All concession sales are subject to State and City sales tax. MINT BAR or its vendors shall file sales tax returns and pay the applicable sales tax as required by law.

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

16. MANAGEMENT. The parties acknowledge and agree that MINT BAR shall be solely responsible for the operation and management the closed portion of the street and sidewalk during the term of this Agreement when the same are being utilized by MINT BAR for MINT BAR's event and related activities. MINT BAR shall be responsible for operating and managing the closed portion of the street and sidewalk in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same 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"). MINT BAR represents and covenants to CITY that MINT BAR is familiar with the Rules and that MINT BAR shall operate and manage the closed portion of the street and sidewalk in accordance with the Rules. MINT BAR shall ensure that all individuals utilizing the closed portion of the street and sidewalk for MINT BAR's event shall conduct themselves in accordance with the Rules.

17. MAINTENANCE. MINT BAR shall be responsible for maintaining the closed portion of the street and sidewalk in accordance with the Rules so that the same 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. MINT BAR shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street and sidewalk in accordance with the Rules.

18. NO USAGE FEE. MINT BAR shall pay no fee to CITY for the use of the closed portion of the street and sidewalk for MINT BAR's event.

19. 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 MINT BAR resulting from CITY's cancellation of MINT BAR's activities.

20. 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:

\_\_\_\_\_  
Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Josh Moenning, Mayor

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

ANKLE DEEP, INC.,  
A Nebraska Corporation

By \_\_\_\_\_  
Heath Henery, President

EXHIBIT "A"

DIAGRAM OF PROPOSED AREA: IS IN RED INK

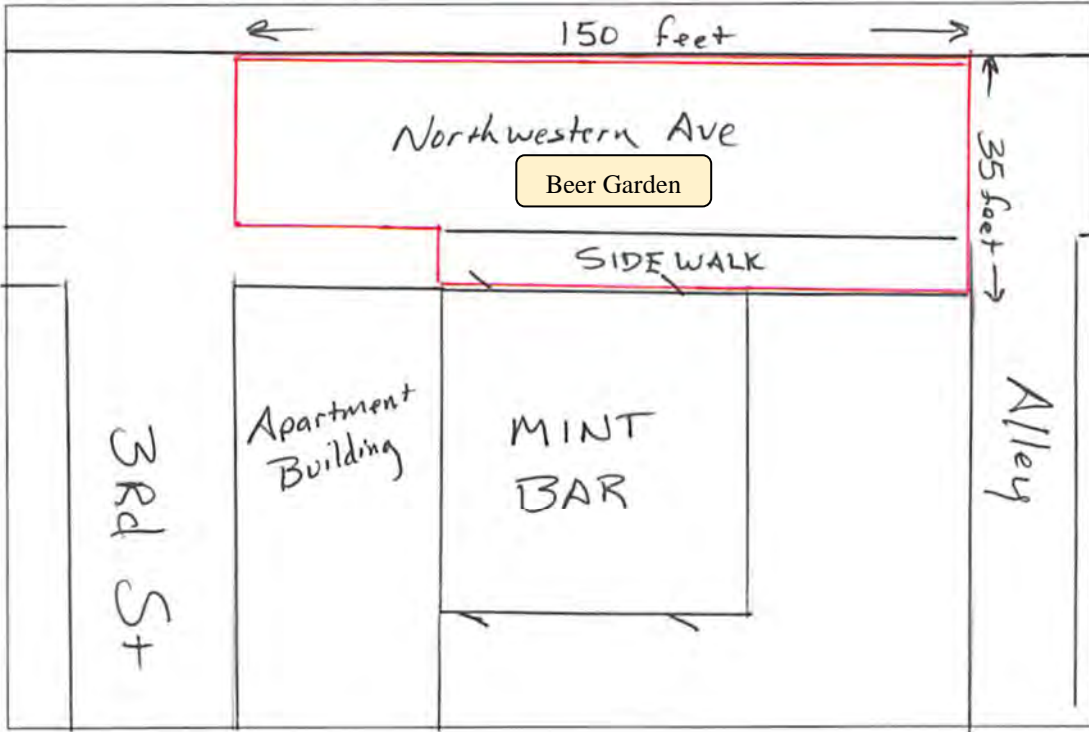


EXHIBIT "B"

NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE: (402) 471-2571  
Website: [www.lcv.nebraska.gov](http://www.lcv.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

Ankle Deep Inc. DBA The Mint Bar

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
304-306 W Northwestern Ave Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address  
063436

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 09-09-23  
Event Date(s):  
Event Start Time(s): 12pm  
Event End Time(s): 2am

Alternate Date:

Alternate Location Building & Address:

Event Building Name:

Event Street Address/City: 304-308 W Northwestern Ave

Indoor area to be licensed in length & width: X

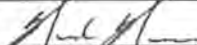
Outdoor area to be licensed in length & width: 150 X 35 (Diagram Form #109 must be attached)

Type of Event: Street Dance Estimate # of attendees: 200

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: Heath Henery Event Contact Phone Number: 402-660-2677

Event Contact Email: wings@buffalomaids.com

\*Signature Authorized Representative:  Printed Name Heath Henery

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 Norfolk OR County of USA approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

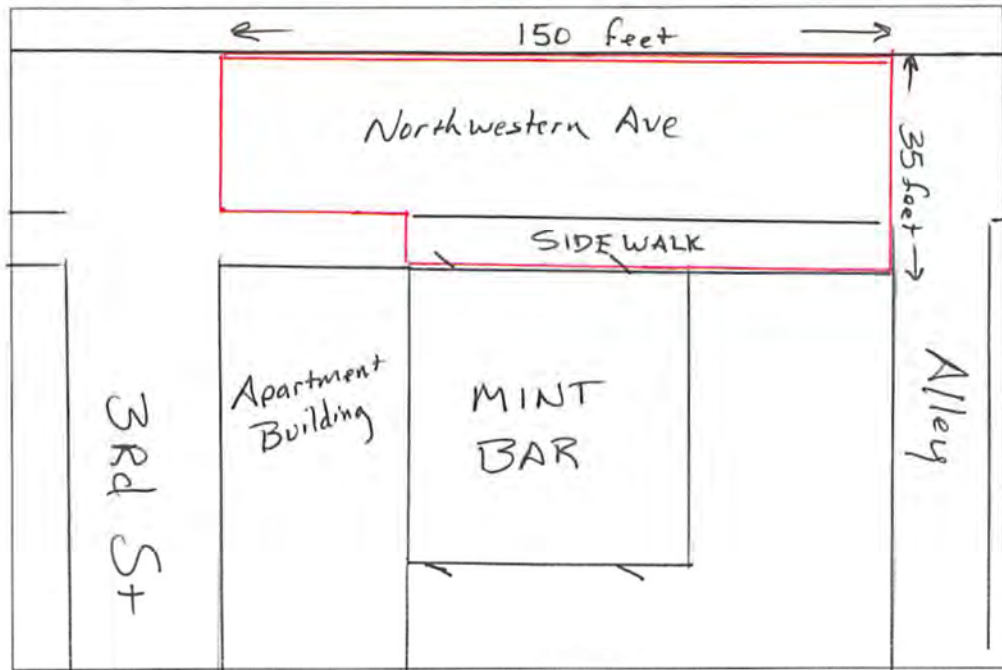
Local Governing Body Authorized Signature Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Security and Staff

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA: **IS IN RED INK**



Form 109  
Rev Nov 2016

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation (also known as Christ Lutheran School), hereinafter referred to as “SCHOOL”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use the CITY’s facility for a cross meet subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the cross country course in Skyview Park to be used by SCHOOL for a cross country meet on Saturday, September 9, 2023.

2. TERM. The term of this Agreement shall be for the day of Saturday, September 9, 2023.

3. NONEXCLUSIVE USE. The parties understand that SCHOOL’s use of Skyview Park for its cross country meet shall be nonexclusive as the park will not be closed to the public during this event.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY’s cross country course with no exclusions. SCHOOL’s insurance shall be the primary insurance coverage for SCHOOL’s event. SCHOOL agrees to be responsible for any damages or claim of loss not covered by SCHOOL’s insurance. A certificate of insurance shall be filed with the City Clerk’s office upon execution of this Agreement. In the event the certificate of insurance is not filed by August 30, 2023, then (1) SCHOOL shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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



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

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

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

8. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by SCHOOL.

9. NO PAINT ON CONCRETE. SCHOOL shall not paint or permanently mark any concrete in Skyview Park for its cross country meet. In the event that SCHOOL does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by SCHOOL.

10. ALL-TERRAIN VEHICLES. SCHOOL shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for its event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older, and (2) said vehicles are covered by SCHOOL's insurance policy. This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

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

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

13. 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.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

By \_\_\_\_\_  
Josh Moenning, Mayor

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

CHRIST LUTHERAN CHURCH OF NORFOLK,  
NEBRASKA, A Nebraska Nonprofit Corporation

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Ultraverse Supplements LLC, a Kansas Limited Liability Company, hereinafter referred to as "ULTRAVERSE", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow ULTRAVERSE to use the area near the Cowboy Trail trailhead in the southwest corner of CITY's Ta-Ha-Zouka Park facility as a starting point for its "Cowboy 200" 200-mile race event that will begin at Ta-Ha-Zouka Park and continue onto the Cowboy Trail 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 ULTRAVERSE to utilize the area near the Cowboy Trail trailhead in the southwest corner of CITY's Ta-Ha-Zouka Park facility as a starting point for its "Cowboy 200" 200-mile race event on Friday, September 15, 2023.

2. TERM. The term of this Agreement shall be for the day Friday, September 15, 2023. ULTRAVERSE may begin setting up for its event at 3:30 a.m. ULTRAVERSE shall be responsible for cleanup from the event and shall complete said cleanup by 6:00 a.m. on September 15, 2023.

3. SHELTER. ULTRAVERSE 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.

4. NONEXCLUSIVE USE. The parties understand that ULTRAVERSE'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.

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

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

The policy issued shall cover all activities on CITY property sponsored by ULTRAVERSE for this event with no exclusions. In addition, ULTRAVERSE shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for ULTRAVERSE's event.

ULTRAVERSE agrees to be responsible for any damages or claim of loss not covered by ULTRAVERSE's 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 September 5, 2023, then (1) ULTRAVERSE 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.

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

7. HOLD HARMLESS/INDEMNIFICATION. ULTRAVERSE agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by ULTRAVERSE 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 ULTRAVERSE failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

8. TENT. CITY shall allow ULTRAVERSE or its designees to place a tent in Ta-Ha Zouka Park during the term of this Agreement at a location approved by CITY's parks and recreation director. If the tent is to be staked into the ground, then at least forty-eight (48) hours prior to September 15, 2023, ULTRAVERSE shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tent is to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, ULTRAVERSE shall coordinate with CITY's parks and recreation director as to the contemplated location of the tent. CITY will attempt to locate any private underground lines it owns. ULTRAVERSE or its designees shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tent is to be placed. ULTRAVERSE shall be responsible for any damage to any underground utility lines or to any unlocated lines.

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

10. MANAGEMENT. The parties acknowledge and agree that ULTRAVERSE shall be solely responsible for the operation and management of the park during the term of this Agreement when the park is being utilized by ULTRAVERSE for ULTRAVERSE's event(s) and related activities. ULTRAVERSE shall be responsible for operating and managing 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"). ULTRAVERSE represents and covenants to CITY that ULTRAVERSE is familiar with the Rules and that ULTRAVERSE shall operate and manage the park in accordance with the Rules. ULTRAVERSE shall ensure that all individuals utilizing the park for ULTRAVERSE's event shall conduct themselves in accordance with the Rules.

11. MAINTENANCE. ULTRAVERSE shall be responsible for maintaining the park in accordance with the Rules so that 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. ULTRAVERSE shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

12. NO USAGE FEE UNDER THIS AGREEMENT. ULTRAVERSE shall pay no usage fee to CITY under this Agreement to access Ta-Ha-Zouka Park for its event; however, rental fees may be due under a separate shelter rental agreement entered into with CITY.

13. POSTPONEMENT. In the event it is necessary to postpone this event, ULTRAVERSE may coordinate with CITY's parks and recreation director to reschedule the event.

14. 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 ULTRAVERSE resulting from CITY's cancellation of ULTRAVERSE's activities.

15. 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.

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

By \_\_\_\_\_  
Josh Moenning, Mayor

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

ULTRAVERSE SUPPLEMENTS LLC,  
A Kansas Limited Liability Company

By \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and River Valley Pride, Inc., a Nebraska Nonprofit Corporation, d/b/a Norfolk Area Pride, hereinafter referred to as "PRIDE", WITNESSETH:

WHEREAS, PRIDE is desirous of closing a portion of 5th Street to host a Norfolk Area Pride event which may include but is not limited to having music, vendors, concessions, inflatables, raffles, and games; and

WHEREAS, PRIDE has requested that 5th Street between Braasch Avenue and Prospect Avenue be closed from 9:00 a.m. to 6:00 p.m. on Saturday, September 9, 2023, for its event; and

WHEREAS, attached hereto as Exhibit "A" is a map which shows the approximate location of the food, music, vendors, and activities that are contemplated for the event; and

WHEREAS, CITY is desirous of allowing the closure of said portion of 5th Street as described above for the Norfolk Area Pride event.

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

1. TERM. The term of this Agreement shall be for the day of Saturday, September 9, 2023.
2. STREET CLOSURE. CITY shall allow for the closure of 5th Street from the north line of Braasch Avenue to the south line of Prospect Avenue from 9:00 a.m. to 6:00 p.m. on Saturday, September 9, 2023. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division. The Norfolk Police Division will not monitor the barricades and/or traffic cones during PRIDE's event.
3. SET UP/CLEAN UP. PRIDE shall be allowed to begin setting up for its event on the closed portion of 5<sup>th</sup> Street at 9:00 a.m. on September 9, 2023. PRIDE shall be responsible for cleanup from the event and shall complete said cleanup by 6:00 p.m. on September 9, 2023. The event is scheduled for 12:00 noon to 4:00 p.m.
4. TEMPORARY STAGE. CITY shall allow PRIDE to place a temporary stage on the closed portion of 5<sup>th</sup> Street for PRIDE's event.
5. NO HOLES IN STREET/SIDEWALK. PRIDE shall not drill any holes in the surface of the closed portion of 5th Street or any adjacent alleys or sidewalks.

6. INFLATABLES. CITY shall allow PRIDE to place inflatables on the closed portion of the street so long as said inflatables are not anchored by stakes placed in the surface of the street. PRIDE agrees to cease and desist use of inflatables in the event wind speeds exceed the inflatables manufacturer's recommendations

7. NO PAINT ON STREET/SIDEWALKS. PRIDE shall not paint any streets, alleys, or sidewalks for this event. In the event that PRIDE does paint or permanently mark any streets, alleys, or sidewalks, then City shall have the paint or marking removed and the cost thereof shall be paid by PRIDE.

8. DAMAGE. Any damage to CITY property resulting from PRIDE holding its event on the closed portion of 5<sup>th</sup> Street will be repaired by CITY and the cost thereof shall be paid by PRIDE.

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

10. NOISE. In the event that noise complaints related to music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures

11. INSURANCE.

A. PRIDE 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 and vendors sponsored by PRIDE for the event with no exclusions. In the event there is any exclusion or limitation of PRIDE's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of PRIDE's event. Further, PRIDE shall not allow any vendors that are not covered under PRIDE's insurance policy to participate in the event.

B. PRIDE shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for PRIDE's event with the exception of activities related to vendors for which insurance is provided by the vendors, in which case the

respective vendor's insurance shall be primary and PRIDE's insurance shall be secondary. PRIDE agrees to be responsible for any damages or claim of loss not covered by PRIDE's insurance or PRIDE's vendors' 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 August 30, 2023, then (1) PRIDE 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.

- C. PRIDE agrees to obtain from all vendors and sponsors of activities accessing the closed street a certificate of insurance showing general liability and products liability coverage in amounts no less than \$1,000,000 per occurrence with a \$1,000,000 aggregate. Said certificates of insurance shall be filed with the City Clerk's office by September 6, 2023.

In the event there are vendors on the closed street from which PRIDE has not obtained a valid certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending on the closed street and PRIDE and its insurance carrier shall be responsible for said unauthorized vendors.

12. HOLD HARMLESS/INDEMNIFICATION. PRIDE agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by PRIDE 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 PRIDE failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

13. STATEMENTS FROM AFFECTED BUSINESSES. PRIDE shall contact each business along 5<sup>th</sup> Street that will be affected by the street closure and obtain a signed statement from the business stating they do not object to the street being closed from 9:00 a.m. to 6:00 p.m. on September 9, 2023. PRIDE shall provide said signed statements to the Norfolk City Clerk's office by September 6, 2023. In the event signed statements are not provided for each affected business by September 6, 2023, this Agreement shall be voidable at the option of CITY.

14. SALES TAX. All concession sales are subject to State and City sales tax. PRIDE or its vendors shall file sales returns and pay the applicable sales tax as required by law.

15. GAMBLING/RAFFLES. PRIDE agrees that any gambling or raffles on the premises shall be conducted in full compliance with the applicable Nebraska Statutes.

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

17. MANAGEMENT. The parties acknowledge and agree that PRIDE shall be solely responsible for the operation and management of the closed portion of the street during the term of this Agreement when the same is being utilized by PRIDE for PRIDE's event and related



activities. PRIDE shall be responsible for operating and managing the closed portion of the street in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same 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”). PRIDE represents and covenants to CITY that PRIDE is familiar with the Rules and that PRIDE shall operate and manage the closed portion of the street in accordance with the Rules. PRIDE shall ensure that all individuals utilizing the closed portion of the street for PRIDE’s event shall conduct themselves in accordance with the Rules.

18. MAINTENANCE. PRIDE shall be responsible for maintaining the closed portion of the street in accordance with the Rules so that the same 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. PRIDE shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street in accordance with the Rules.

19. NO USAGE FEE. PRIDE shall pay no fee to CITY for the use of the closed portion of the street for PRIDE’s event.

20. POSTPONEMENT. In the event it is necessary to postpone this event, PRIDE may coordinate with CITY’s Police Chief, or his designee, to reschedule the event. The Police Chief, or his designee, shall have sole discretion to approve or deny a request for postponement.

21. 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 PRIDE resulting from CITY’s cancellation of PRIDE’s activities.

22. 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

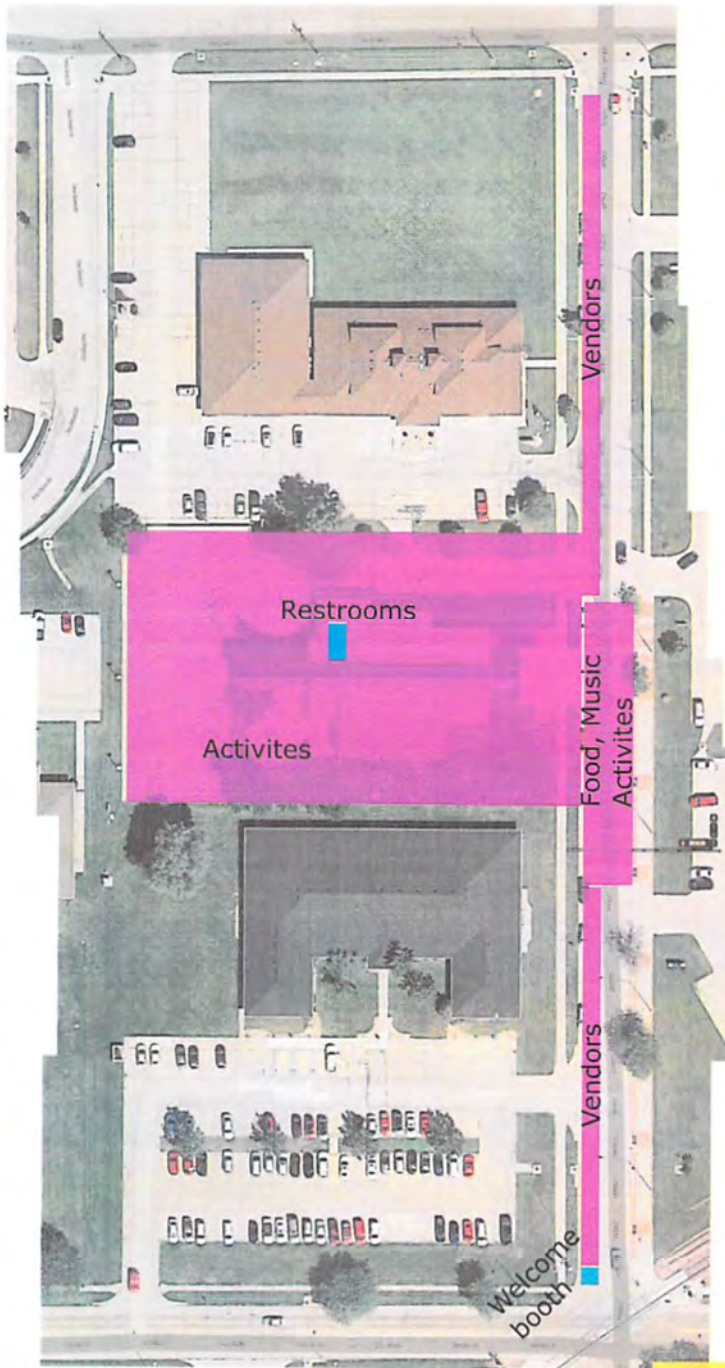
Approved as to Form: \_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

RIVER VALLEY PRIDE, INC.,  
A Nebraska Nonprofit Corporation

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

EXHIBIT "A"



## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Alzheimer’s Disease and Related Disorders Association, Inc., a Delaware Nonprofit Corporation, hereinafter referred to as “ALZHEIMER’S ASSOCIATION”  
WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow ALZHEIMER’S ASSOCIATION to use CITY’S Skyview Park facility in conjunction with a Walk to End Alzheimer’s fundraising event subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park and Lake, is willing to allow ALZHEIMER’S ASSOCIATION to utilize the park in conjunction with ALZHEIMER’S ASSOCIATION’S purpose of holding a Walk to End Alzheimer’s fundraising event on Saturday, September 16, 2023, which may include but not be limited to an organized walk on the sidewalk surrounding the lake, exhibitor tents, ceremony, and activities for participants.

2. PARK SET-UP AND CLEAN-UP. Set up activities in Skyview Park may commence at 7:00 a.m. on Saturday, September 16, 2023. ALZHEIMER’S ASSOCIATION shall be responsible for cleanup from the event and shall complete said cleanup by 1:00 p.m. on Saturday, September 16, 2023.

3. SHELTER. ALZHEIMER’S ASSOCIATION understands that this Agreement does not include the reservation of a shelter in Skyview Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

4. SIGNS. ALZHEIMER’S ASSOCIATION may place temporary signs in the park for its event and shall remove the signs at the conclusion of its event.

5. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, ALZHEIMER’S ASSOCIATION shall not place signs advertising ALZHEIMER’S ASSOCIATION’S event on property adjacent to any state highway.

6. TENTS. CITY shall allow ALZHEIMER’S ASSOCIATION to erect up to ten (10) tents in the park at locations approved by CITY’S parks and recreation director. If the tents are to be staked into the ground, then at least forty-eight (48) hours prior to Saturday, September 16, 2023, ALZHEIMER’S ASSOCIATION shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tents are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any tent stakes, ALZHEIMER’S ASSOCIATION shall coordinate with CITY’S parks and recreation director as to the contemplated location of the tents. CITY will attempt to locate any private underground lines it owns. ALZHEIMER’S ASSOCIATION shall not set any stakes until receiving approval from CITY’S parks and recreation director as to the exact location where the

tents are to be placed. ALZHEIMER'S ASSOCIATION shall be responsible for any damage to any underground utility lines or to any unlocated lines.

7. NONEXCLUSIVE USE. The parties understand that ALZHEIMER'S ASSOCIATION's use of Skyview Park and Lake for its event shall be nonexclusive as the park and sidewalk surrounding the lake will not be closed to the public during this event.

8. INSURANCE. ALZHEIMER'S ASSOCIATION shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, ALZHEIMER'S ASSOCIATION shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by ALZHEIMER'S ASSOCIATION for this event with no exclusions. Said insurance shall be the primary insurance coverage for ALZHEIMER'S ASSOCIATION's event. ALZHEIMER'S ASSOCIATION agrees to be responsible for any damages or claim of loss not covered by ALZHEIMER'S ASSOCIATION's 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 September 6, 2023, then (1) ALZHEIMER'S ASSOCIATION 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.

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

10. HOLD HARMLESS/INDEMNIFICATION. ALZHEIMER'S ASSOCIATION agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by ALZHEIMER'S ASSOCIATION 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 ALZHEIMER'S ASSOCIATION failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

11. BOUNCE HOUSES/INFLATABLES PROHIBITED. The placement of bounce houses/inflatables on CITY property for ALZHEIMER'S ASSOCIATION's event is prohibited under this Agreement.

12. COPYRIGHTED MUSIC. ALZHEIMER'S ASSOCIATION agrees that it either has or will secure any necessary licenses required for the broadcasting or performance of copyrighted music at the activities being conducted by ALZHEIMER'S ASSOCIATION 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 ALZHEIMER'S ASSOCIATION activities being held on property owned by CITY.

13. NOISE. In the event that noise complaints related to music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures.

14. NO PAINT ON CONCRETE. ALZHEIMER'S ASSOCIATION shall not paint or permanently mark any concrete in Skyview Park for ALZHEIMER'S ASSOCIATION's event. In the event that ALZHEIMER'S ASSOCIATION does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by ALZHEIMER'S ASSOCIATION.

15. 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.

16. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by ALZHEIMER'S ASSOCIATION.

17. MANAGEMENT. The parties acknowledge and agree that ALZHEIMER'S ASSOCIATION shall be solely responsible for the operation and management of the park during the term of this Agreement when the park is being utilized by ALZHEIMER'S ASSOCIATION for its event and related activities. ALZHEIMER'S ASSOCIATION shall be responsible for operating and managing 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"). ALZHEIMER'S ASSOCIATION represents and covenants to CITY that ALZHEIMER'S ASSOCIATION is familiar with the Rules and that ALZHEIMER'S ASSOCIATION shall operate and manage the park in accordance with the Rules. ALZHEIMER'S ASSOCIATION shall ensure that all individuals utilizing the park for ALZHEIMER'S ASSOCIATION event shall conduct themselves in accordance with the Rules.

18. MAINTENANCE. ALZHEIMER'S ASSOCIATION shall be responsible for maintaining the park in accordance with the Rules so that 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. ALZHEIMER'S ASSOCIATION shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

19. NO USAGE FEE. ALZHEIMER'S ASSOCIATION shall pay no fee to CITY under this Agreement to access Skyview Park for its event; however, rental fees may be due under a separate shelter rental agreement entered into with CITY.

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

21. POSTPONEMENT. In the event it is necessary to postpone this event, ALZHEIMER'S ASSOCIATION may coordinate with CITY's parks and recreation director to reschedule the event.

22. UNADDRESSED ISSUES. Issues related to CITY's facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of ALZHEIMER'S ASSOCIATION.

23. 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

ALZHEIMER'S DISEASE AND RELATED  
DISORDERS ASSOCIATION, INC., a Delaware  
Nonprofit Corporation

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Disc Gauntlet LLC, a Nebraska Limited Liability Company, hereinafter referred to as “DISC GAUNTLET”, WITNESSETH:

WHEREAS, CITY is the owner of Skyview Park in Norfolk, Nebraska, which has a disc golf course located within the park; and

WHEREAS, DISC GAUNTLET is desirous of utilizing the disc golf course in Skyview Park to hold an “Elkhorn Open” disc golf tournament on Saturday, August 12, 2023; and

WHEREAS, CITY is desirous of allowing DISC GAUNTLET to hold said disc golf tournament.

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

1. FACILITY. CITY shall allow DISC GAUNTLET to utilize the disc golf course in Skyview Park from 6:00 a.m. to 9:00 p.m. on Saturday, August 12, 2023, to hold a disc golf tournament. DISC GAUNTLET’s use of the disc golf course shall be exclusive for the times set forth in this paragraph.

2. FEE. DISC GAUNTLET shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament entry fees for the use of the disc golf course in Skyview Park. Said fee shall be paid to CITY by 4:30 p.m. on August 11, 2023, at the Norfolk City Clerk’s Office, 309 North 5<sup>th</sup> Street, Norfolk, Nebraska.

3. MARKING OF COURSE. DISC GAUNTLET shall be allowed to mark the disc golf course in Skyview Park 48 hours in advance of DISC GAUNTLET’s event.

4. TEMPORARY BASKET PLACEMENT. DISC GAUNTLET shall not place any temporary disc golf baskets to augment the existing course layout without first obtaining layout and placement approval from CITY’s parks & recreation director prior to the tournament.

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

6. NO PAINT ON CONCRETE. DISC GAUNTLET shall not paint or permanently mark any concrete in Skyview Park for DISC GAUNTLET’s event. In the event that DISC



GAUNTLET does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by DISC GAUNTLET.

7. SHELTER. DISC GAUNTLET understands that this Agreement does not include the reservation of a shelter in Skyview Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

8. INSURANCE. DISC GAUNTLET shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, DISC GAUNTLET shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by DISC GAUNTLET while using CITY's disc golf course at Skyview Park with no exclusions. DISC GAUNTLET's insurance shall be the primary insurance coverage for DISC GAUNTLET's event. DISC GAUNTLET agrees to be responsible for any damages or claim of loss not covered by DISC GAUNTLET's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by August 2, 2023, then (1) DISC GAUNTLET 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.

9. HOLD HARMLESS/INDEMNIFICATION. DISC GAUNTLET agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by DISC GAUNTLET 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 DISC GAUNTLET failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

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

12. CANCELLATIONS. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement

weather or for any other reason. CITY shall not be responsible for any loss to DISC GAUNTLET resulting from CITY's cancellation of DISC GAUNTLET's activities.

13. 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

DISC GAUNTLET LLC, A Nebraska  
Limited Liability Company

By \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY"; Flood Communications, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as "FLOOD COMMUNICATIONS"; and Seven County Spirits, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "SEVEN COUNTY", WITNESSETH:

WHEREAS, FLOOD COMMUNICATIONS is desirous of closing a portion of W. Norfolk Avenue to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live music performances, axe throwing, food truck vendors, and providing Wi-Fi services; and

WHEREAS, FLOOD COMMUNICATIONS has requested that W. Norfolk Avenue between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street be closed from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023; and

WHEREAS, alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council; and

WHEREAS, attached hereto as Exhibit "A" is a map which shows the beer garden with the approximate location of the music stage, food truck vendors, and bar that is contemplated for the event; and

WHEREAS, CITY is desirous of allowing the closure of said portion of W. Norfolk Avenue as described above for FLOOD COMMUNICATIONS' Mimosa Fest.

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

1. AGREEMENT SUPERSEDES. This Agreement supersedes the Agreement between CITY, FLOOD COMMUNICATIONS, and District TT Hospitality, LLC approved by the Norfolk City Council at its July 17, 2023 meeting.

2. TERM. This Agreement shall be from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023.

3. STREET CLOSURE. CITY shall allow for the closure of W. Norfolk Avenue from the west line of 2nd Street extending west to the east line of 3<sup>rd</sup> Street from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023. Notwithstanding said street closure, the eastbound traffic lane of Norfolk Avenue from the Wells Fargo Bank drive-thru lane exit to the easternmost access to Wells Fargo property shall remain open for vehicles exiting the Wells Fargo drive-thru during Wells Fargo's Saturday banking hours. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.

4. SET UP/CLEAN UP. FLOOD COMMUNICATIONS shall be allowed to begin setting up for its event on the closed portion of W. Norfolk Avenue at 7:00 a.m. on Saturday, August 12, 2023. FLOOD COMMUNICATIONS shall be responsible for cleanup from the event and shall complete said cleanup by 11:00 p.m. on Saturday, August 12, 2023.

5. VENDING. This Agreement shall serve as permission granted to FLOOD COMMUNICATIONS or its designees for vending on the closed portion of Norfolk Avenue so long as FLOOD COMMUNICATIONS or its designees have obtained the necessary permits and comply with the requirements of paragraph 16C herein.

6. ALCOHOL.

A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to FLOOD COMMUNICATIONS and SEVEN COUNTY for alcohol to be served on the closed portion of W. Norfolk Avenue from 7:00 a.m. until 11:00 p.m. on Saturday, August 12, 2023.

B. Liquor License. In addition to this authorization, the necessary liquor license shall be obtained.

C. Strict Compliance. The consumption of alcohol on the closed portion of W. Norfolk Avenue shall be had in strict compliance with the representations made on the liquor license application, a copy of which is attached hereto as Exhibit "B", and pursuant to the terms of any liquor license that is obtained.

D. SEVEN COUNTY Insurance. SEVEN COUNTY 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 SEVEN COUNTY for this event, with the exception of liquor liability coverage which shall be provided by FLOOD COMMUNICATIONS. In addition, SEVEN COUNTY shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 8, 2023, then (1) this paragraph of this Agreement shall be voidable at the option of CITY, and (2) SEVEN COUNTY is not authorized to be serving alcohol on CITY's property.

E. Hold Harmless/Indemnification by SEVEN COUNTY. SEVEN COUNTY 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 SEVEN COUNTY, FLOOD COMMUNICATIONS, 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 serving of alcohol on CITY property, and for any loss to CITY that results from SEVEN COUNTY failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

7. SALES TAXES. All concession sales are subject to State and City sales tax. FLOOD COMMUNICATIONS, SEVEN COUNTY, and/or their vendors shall file sales tax returns and pay the applicable sales tax as required by law.

8. TEMPORARY STAGE. CITY shall allow FLOOD COMMUNICATIONS to place a temporary stage on the closed portion of the street at the location depicted in the diagram attached hereto as Exhibit "A".

9. TENTS. CITY shall allow FLOOD COMMUNICATIONS to place shade tents on the closed portion of the street so long as said tents are not anchored by stakes placed in the surface of the street. FLOOD COMMUNICATIONS agrees to cease and desist use of tents in the event wind speeds exceed the tents manufacturer's recommendations.

10. HOLES IN CONCRETE. FLOOD COMMUNICATIONS and SEVEN COUNTY shall not drill any holes in the surface of the closed portion of W. Norfolk Avenue or adjacent sidewalks.

11. PAINT ON STREET/SIDEWALKS PROHIBITED. FLOOD COMMUNICATIONS and SEVEN COUNTY shall not paint or permanently mark any portion of the street or sidewalks for this event. In the event that FLOOD COMMUNICATIONS and/or SEVEN COUNTY does paint or permanently mark any portion of the street or sidewalks, then City shall have the paint or marking removed and the cost thereof shall be paid by FLOOD COMMUNICATIONS and/or SEVEN COUNTY.

12. SECURITY. FLOOD COMMUNICATIONS shall, at its own expense, provide adequate security for crowd control for its event as well as for compliance with alcohol possession/consumption laws.

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

14. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures

15. TEMPORARY TOILETS. FLOOD COMMUNICATIONS agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected to attend the event; however, no temporary toilets shall be placed in the travel lanes of the closed street.

16. INSURANCE.

A. FLOOD COMMUNICATIONS 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
g.	Liquor Liability	\$1,000,000 each occurrence

The policy issued shall cover all activities and vendors sponsored by FLOOD COMMUNICATIONS for the event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities (including but not limited to the serving of alcohol and allowing axe throwing on CITY's property during the event) and vendors being covered and acknowledging carrier's coverage of the same. In the event there is any exclusion or limitation of FLOOD COMMUNICATIONS' insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of FLOOD COMMUNICATIONS's event. Further, FLOOD COMMUNICATIONS shall not allow any vendors that are not covered under FLOOD COMMUNICATIONS' insurance policy to participate in the event.

B. FLOOD COMMUNICATIONS shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for FLOOD COMMUNICATIONS' event (including but not limited to the sale and serving of alcohol and allowing axe throwing activities on CITY's property). FLOOD COMMUNICATIONS agrees to be responsible for any damages or claim of loss not covered by FLOOD COMMUNICATIONS' insurance, SEVEN COUNTY's insurance, or FLOOD COMMUNICATIONS' vendors' 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 August 8, 2023, then (1) FLOOD COMMUNICATIONS 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.

- C. FLOOD COMMUNICATIONS agrees to obtain from all vendors and sponsors of activities accessing the closed street a certificate of insurance showing general liability and products liability coverage in amounts no less than \$1,000,000 per occurrence with a \$1,000,000 aggregate. Said certificates of insurance shall be filed with the City Clerk's office by August 9, 2023.

In the event there are vendors on the closed street that are not listed on the letter from FLOOD COMMUNICATIONS' insurance carrier or from which FLOOD COMMUNICATIONS has not obtained a valid certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending on the closed street and FLOOD COMMUNICATIONS and its insurance carrier shall be responsible for said unauthorized vendors.

17. HOLD HARMLESS/INDEMNIFICATION. FLOOD COMMUNICATIONS agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by FLOOD COMMUNICATIONS, CITY, 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 FLOOD COMMUNICATIONS 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 issues related to, but not limited to, serving alcohol, allowing axe throwing, and allowing the placement of Wi-Fi equipment on CITY property.

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

19. WI-FI EQUIPMENT. On the day of the event, CITY shall allow FLOOD COMMUNICATIONS or their service provider to place one piece of GigaPro Wi-Fi equipment, as described on the attached Exhibit "C", on CITY's light pole located in front of Wells Fargo Bank, 227 W. Norfolk Avenue, which pole is depicted on the attached Exhibit "D". Said Wi-Fi equipment shall be mounted onto the pole by pipe straps and shall be removed at the conclusion of the event. CITY shall not be responsible for any damage to said Wi-Fi equipment and FLOOD COMMUNICATIONS' service provider's placement of equipment on CITY's light pole shall be at their own risk. FLOOD COMMUNICATIONS shall be responsible for any damage to CITY's light pole as a direct result of CITY allowing the placement said equipment on the pole. In the event the pole is damaged by the placement and/or removal of the equipment, CITY shall have the damage repaired and FLOOD COMMUNICATIONS shall pay the cost of same.

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

21. MANAGEMENT. The parties acknowledge and agree that FLOOD COMMUNICATIONS shall be solely responsible for the operation and management of the closed portion of the street during the term of this Agreement when the same is being utilized by FLOOD COMMUNICATIONS for FLOOD COMMUNICATIONS' event and related activities. FLOOD COMMUNICATIONS shall be responsible for operating and managing the closed portion of the street in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same 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"). FLOOD COMMUNICATIONS represents and covenants to CITY that FLOOD COMMUNICATIONS is familiar with the Rules and that FLOOD COMMUNICATIONS shall operate and manage the closed portion of the street in accordance with the Rules. FLOOD COMMUNICATIONS shall ensure that all individuals utilizing the closed portion of the street for FLOOD COMMUNICATIONS' event shall conduct themselves in accordance with the Rules.

22. MAINTENANCE. FLOOD COMMUNICATIONS shall be responsible for maintaining the closed portion of the street in accordance with the Rules so that the same 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. FLOOD COMMUNICATIONS shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street in accordance with the Rules.

23. NO USAGE FEE. FLOOD COMMUNICATIONS shall pay no fee to CITY for the use of the closed portion of the street for FLOOD COMMUNICATIONS' event.

24. 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 FLOOD COMMUNICATIONS resulting from CITY's cancellation of FLOOD COMMUNICATIONS' activities.

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.

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Josh Moenning, Mayor



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

FLOOD COMMUNICATIONS, L.L.C.,  
A Nebraska Limited Liability Company

By \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SEVEN COUNTY SPIRITS, LLC,  
A Nebraska Limited Liability Company

By \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

EXHIBIT "A"



EXHIBIT "B"

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

District Table and Tap  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
226 W Norfolk Ave #200  
Retail Liquor License Address or Non-Profit Business Address  
Class C 125450  
Retail License Number or Non-Profit Federal ID #  
Consecutive Dates only  
Event Date(s): 8-12-23  
Event Start Time(s): 6am  
Event End Time(s): 12am  
Alternate Date: none  
Alternate Location Building & Address: none  
Event Building Name: Norfolk Avenue  
Event Street Address/City: 226 W Norfolk Ave  
Indoor area to be licensed in length & width: NA X NA  
Outdoor area to be licensed in length & width: 364 X 87 (Diagram Form #109 must be attached)  
Type of Event: Mimosa Fest Outdoor Live Music Estimate # of attendees: 700-800  
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: Andrew McCarthy Event Contact Phone Number: 402-992-0578  
Event Contact Email: andrew @ districttableandtap.com

\*Signature Authorized Representative: [Signature] Printed Name Andrew McCarthy  
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)

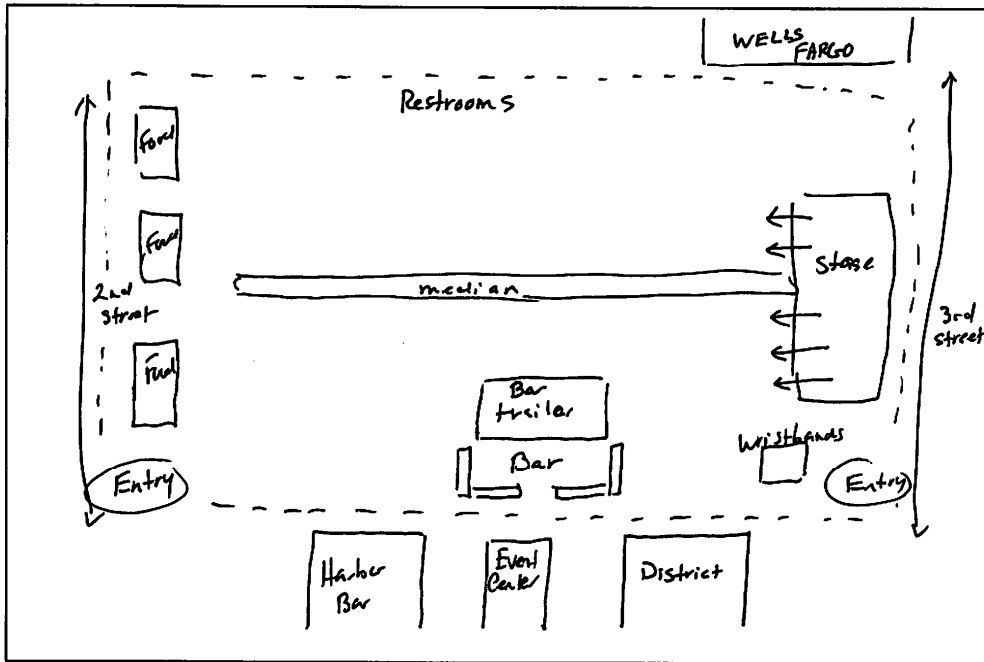
\_\_\_\_\_  
Local Governing Body Authorized Signature Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109  
Rev Nov 2016

## EXHIBIT "C"



# SPECIFICATIONS

## Dimensions

- Width: 10.75 in (27.3 cm)
- Height: 3.65 in (9.27 cm)
- Depth: 10.75 in (27.3 cm); 10.9 in (27.69 cm) with cable boots
- Weight: 4.6 pounds (2.1 kg)

EXHIBIT "D"



**Blight Study Legal Description Big Red Keno Area (June 29, 2022)**

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST MICHIGAN AVENUE AND S 13<sup>TH</sup> STREET; THENCE SOUTHERLY ON THE WEST RIGHT OF WAY LINE OF SOUTH 13<sup>TH</sup> STREET, TO THE NORTH LINE OF LOT 1, JOE HUPPS SUBDIVISION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTH LINE OF LOT 1, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF LOT 4, SUNSET PLAZA SUBDIVISION FIRST PLATTING TO THE CITY OF NORFOLK, TO THE NORTHERLY LINE OF LOTS 1 THROUGH 3, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID LOTS 1 THROUGH 3; THENCE SOUTHERLY ON SAID WESTERLY LINE, TO THE NORTHERLY RIGHT OF WAY LINE OF MARKET LANE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 5, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE ~~OF~~ SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE AND ~~IT'S~~ ITS EXTENSION, TO THE EASTERLY LINE OF LOT 5, MARKET SQUARE SUBDIVISION OF THE CITY OF NORFOLK; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE, TO THE EASTERLY LINE OF LOT 2-R, COMMONWEALTH PARK FIFTH ADDITION OF THE CITY OF NORFOLK; THENCE SOUTHERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF SAID LOT 2-R; THENCE NORTHWESTERLY ON SAID SOUTHERLY LINE OF SAID LOT 2-R, TO THE ~~WEST~~ EAST LINE OF LOT 1-R OF SAID COMMONWEALTH PARK FIFTH ADDITION TO THE CITY ~~OF~~ OF NORFOLK; THENCE NORTHERLY ON SAID ~~WEST~~ EAST LINE, TO THE NORTH LINE OF SAID LOT 1-R; THENCE WESTERLY ON SAID NORTH LINE, TO THE EAST RIGHT OF WAY LINE OF SOUTH 20<sup>TH</sup> STREET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, TO THE SOUTH RIGHT OF WAY LINE OF VICKI LANE; THENCE NORTHWESTERLY, TO THE SOUTHEAST CORNER OF COMMONWEALTH PARK 2<sup>ND</sup> ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF ~~DESAUS~~ DESAI'S 3<sup>RD</sup> ADDITION TO THE CITY OF NORFOLK, TO THE WESTERLY LINE OF SAID ~~DESAUS~~ DESAI'S 3<sup>RD</sup> ADDITION; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE NORTHERLY LINE OF BLOCK A, COMMONWEALTH PARK FIRST ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID BLOCK A; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE SAID NORTHERLY RIGHT OF WAY LINE OF WEST OMAHA AVENUE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST PASEWALK AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE, TO THE NORTH LINE OF PARCEL 1A OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY ON SAID NORTH LINE, TO THE ~~EAST~~ WEST LINE OF SAID PARCEL 1A; THENCE SOUTHERLY ON SAID ~~EAST~~ WEST LINE, TO THE SOUTH LINE OF SAID PARCEL 1A; THENCE EASTERLY ON SAID SOUTH LINE, TO SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE EASTERLY, TO THE SOUTHEAST CORNER OF LOT 5, HILLSIDE TERRACE 4<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK; THENCE EASTERLY, TO THE NORTHWEST CORNER OF LOT 6, BLUERIDGE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BLUERIDGE ADDITION, TO THE NORTH LINE OF CHERRY TREE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID CHERRY TREE ADDITION AND ~~IT'S~~ ITS SOUTHERLY EXTENSION, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST MICHIGAN AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF TRACT 3 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF TRACTS 1 AND 2 OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ON SAID SOUTHERLY LINE, TO

THE EASTERLY LINE OF SAID TRACT 1 AND 2; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WEST MICHIGAN AVENUE; THENCE EASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING



RESOLUTION NO. 2023-42

**WHEREAS**, the Mayor and Council of the City of Norfolk, Nebraska approved Resolution No. 2022-30 on August 1, 2022 declaring the Big Red Keno Area (the “Area”) blighted and substandard and in need of redevelopment based upon the recommendation of the Norfolk Planning Commission and the Blight and Substandard Determination Study for the Area prepared by JEO Consulting Group, Inc. (the “Study”); and

**WHEREAS**, the legal description of the Area contained in Resolution No. 2022-30 and in the Study mistakenly contained two references to the “**west** line of Lot 1-R of said Commonwealth Park Fifth addition to the City of Norfolk”, which instead should have referred to the “**east** line of said Commonwealth Park Fifth addition to the City of Norfolk”; and

**WHEREAS**, the legal description of the Area contained in Resolution No. 2022-30 and in the Study mistakenly contained two references to the “**east** line of parcel 1A of the Northwest Quarter of the Southeast Quarter of Section 28,” Township 24 North, Range 1 West of the Sixth P.M., in Madison County, Nebraska, which instead should have referred to the “**west** line”; and

**WHEREAS**, the legal description of the Area in the Study also contained five spelling errors; and

**WHEREAS**, the above-described errors were technical in nature, and the maps and other information contained in the Study, and included as part of the notices for the public hearing approving Resolution No. 2022-30, correctly identified the Area, and therefore, the above-described errors did not mislead or deprive the general public and/or any interested parties of the opportunity to attend the public hearing and be heard on the matter.

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

Section 1. The incorrect legal description of the Area in Resolution No. 2022-30 and in the Study is replaced by the following legal description:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST MICHIGAN AVENUE AND S 13<sup>TH</sup> STREET; THENCE

SOUTHERLY ON THE WEST RIGHT OF WAY LINE OF SOUTH 13<sup>TH</sup> STREET, TO THE NORTH LINE OF LOT 1, JOE HUPPS SUBDIVISION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTH LINE OF LOT 1, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF LOT 4, SUNSET PLAZA SUBDIVISION FIRST PLATTING TO THE CITY OF NORFOLK, TO THE NORTHERLY LINE OF LOTS 1 THROUGH 3, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID LOTS 1 THROUGH 3; THENCE SOUTHERLY ON SAID WESTERLY LINE, TO THE NORTHERLY RIGHT OF WAY LINE OF MARKET LANE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 5, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE AND ITS EXTENSION, TO THE EASTERLY LINE OF LOT 5, MARKET SQUARE SUBDIVISION OF THE CITY OF NORFOLK; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE, TO THE EASTERLY LINE OF LOT 2-R, COMMONWEALTH PARK FIFTH ADDITION OF THE CITY OF NORFOLK; THENCE SOUTHERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF SAID LOT 2-R; THENCE NORTHWESTERLY ON SAID SOUTHERLY LINE OF SAID LOT 2-R, TO THE EAST LINE OF LOT 1-R OF SAID COMMONWEALTH PARK FIFTH ADDITION TO THE CITY OF NORFOLK; THENCE NORTHERLY ON SAID EAST LINE, TO THE NORTH LINE OF SAID LOT 1-R; THENCE WESTERLY ON SAID NORTH LINE, TO THE EAST RIGHT OF WAY LINE OF SOUTH 20<sup>TH</sup> STREET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, TO THE SOUTH RIGHT OF WAY LINE OF VICKI LANE; THENCE NORTHWESTERLY, TO THE SOUTHEAST CORNER OF COMMONWEALTH PARK 2<sup>ND</sup> ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF DESAI'S 3<sup>RD</sup> ADDITION TO THE CITY OF NORFOLK, TO THE WESTERLY LINE OF SAID DESAI'S 3<sup>RD</sup> ADDITION; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE NORTHERLY LINE OF BLOCK A, COMMONWEALTH PARK FIRST ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID BLOCK A; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE SAID NORTHERLY RIGHT OF WAY LINE OF WEST OMAHA AVENUE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST PASEWALK AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE, TO THE NORTH LINE OF PARCEL 1A OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY ON SAID NORTH LINE, TO THE WEST LINE OF SAID PARCEL 1A; THENCE SOUTHERLY ON SAID WEST LINE, TO THE SOUTH LINE OF SAID PARCEL 1A; THENCE EASTERLY ON SAID SOUTH LINE, TO SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE EASTERLY, TO THE SOUTHEAST CORNER OF LOT 5, HILLSIDE TERRACE 4<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK; THENCE EASTERLY, TO THE NORTHWEST CORNER OF LOT 6, BLUERIDGE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BLUERIDGE ADDITION, TO THE NORTH LINE OF CHERRY TREE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID CHERRY TREE ADDITION AND ITS SOUTHERLY EXTENSION, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST MICHIGAN AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF TRACT 3 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF TRACTS 1 AND 2 OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ON SAID SOUTHERLY LINE, TO THE EASTERLY LINE OF SAID TRACT 1 AND 2; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID WEST MICHIGAN AVENUE; THENCE EASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING

Section 2. That Resolution No. 2022-30 and the Study, as corrected by Section 1. above, are hereby ratified.

Section 3. That the correction of the legal description is a minor change and not substantial change.

PASSED AND APPROVED this 7<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Josh Moenning, Mayor

(SEAL)

\_\_\_\_\_  
Brianna Duerst, Clerk

Approved as to form:

\_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

2022

# City of Norfolk Big Red Keno Area Study



JEO Consulting Group, Inc.

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## **Introduction**

### ***Purpose of the Study***

This Big Red Keno Area blight and substandard study of the designated study area is intended to give the Community Development Agency and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Norfolk's Community Development Agency may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Norfolk finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Big Red Keno Area Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2155).

This blight and substandard study examines existing conditions of land use, buildings, and structures within the designated study area in the City of Norfolk to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Norfolk to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Norfolk must adhere to Nebraska Community Development Law.

**Nebraska Revised State Statutes**

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

*It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102*

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

*The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements.*

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-

2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads,

*The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105*

. Prior to the adoption of a redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

**Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

**Blighted area** means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;
- (ii) the average age of the residential or commercial units in the area is at least forty years;
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;

- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or*
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.*

*In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;*



## **Substandard and Blight Eligibility Analysis**

### **Designated Study Area**

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is a commercial and residential district. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Norfolk can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Norfolk can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Norfolk is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Norfolk can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

### **Substandard and Blight Conditions**

As set forth in section 18-2103(31), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. **Dilapidation/deterioration\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Age or obsolescence**  
Estimate age of structures (40+ years criteria)
3. **Inadequate provision for ventilation, light, air, sanitation, or open spaces**  
Overall sight conditions
  - Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.
4. **Other substandard conditions**
  - (a) High density of population and overcrowding (census); or
  - (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes floodplain; or
  - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals, or welfare (includes sanitation concerns,

inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. **A substantial number of deteriorated or deteriorating structures\***  
Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)
  - Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).
2. **Existence of defective or inadequate street layout**  
Condition of streets/inadequate access including sidewalks
  - Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.
3. **Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**  
Conditions associated with accessibility/usefulness of the lots
  - Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.
4. **Unsanitary or unsafe conditions**  
Conditions which pose a threat to public health and safety
  - Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.
5. **Deterioration of site or other improvements**  
Field observation of age and condition of public utilities, debris, and inadequate public improvements
  - Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.
6. **Diversity of ownership**  
The total number of unduplicated owners
  - Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.
7. **Tax or special assessment delinquency exceeding the fair value of the land**  
Examination of public records to determine the status of taxation of properties
  - Examples include delinquent taxes, real estate taxes or special assessments exceeding the fair market value.
8. **Defective or unusual conditions of title**  
Examine public records to determine any defective or unusual title defects
  - Examples include improper filings, liens, defective titles, etc.
9. **Improper subdivision or obsolete platting**  
Examine public records to determine improper subdivision and obsolete platting
  - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.

- 10. The existence of conditions which endanger life or property by fire or other causes**  
Examine conditions which endanger life or property
- Examples include inadequate, undersized, or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
- 11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations, or constitutes an economic or social liability**  
Economic and/or socially undesirable land uses
- Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the marketplace.
- 12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
- (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
  - (b) The average age of the residential or commercial units in the area is at least 40 years (Public Records);
  - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
  - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
  - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

\*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

#### **No Problem**

No structural or aesthetic problems are visible.

#### **Adequate Condition**

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

#### **Deteriorating Condition**

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked windowpanes,
- Some rotted or loose windows or doors (no longer wind- or water-proof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

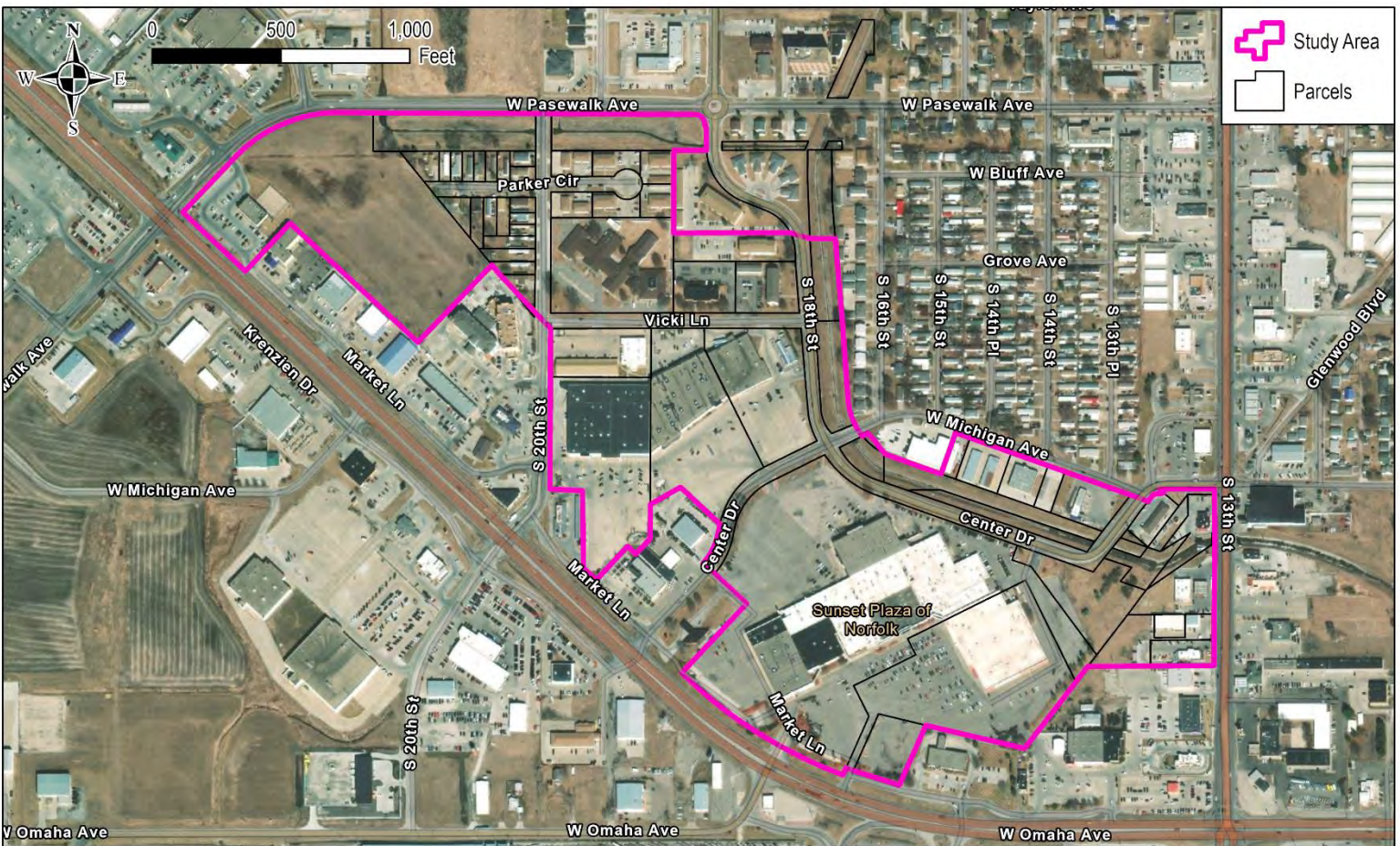
**Dilapidated Condition**

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood, or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

### Designated Study Area

The study area as identified can be found in Figure 1. For this study, the study area will be known as the "Designated Study Area" which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



### Recommended Blight and Substandard Area

**City of Norfolk, NE**

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Norfolk Big Red Keno Blight Study: Study Area



Created By: J. Ray; M. Woodrum  
 Date: 6.6.2022  
 Software: ArcGIS Pro 2.9.3  
 File: 220677.00

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Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 100.02 acres. The following legal description delineates the Recommended Area

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN MADISON COUNTY, NEBRASKA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST MICHIGAN AVENUE AND S 13<sup>TH</sup> STREET; THENCE SOUTHERLY ON THE WEST RIGHT OF WAY LINE OF SOUTH 13<sup>TH</sup> STREET, TO THE NORTH LINE OF LOT 1, JOE HUPPS SUBDIVISION TO THE CITY OF NORFOLK; THENCE WESTERLY ON SAID NORTH LINE OF LOT 1, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF LOT 4, SUNSET PLAZA SUBDIVISION FIRST PLATTING TO THE CITY OF NORFOLK, TO THE NORTHERLY LINE OF LOTS 1 THROUGH 3, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE WESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID LOTS 1 THROUGH 3; THENCE SOUTHERLY ON SAID WESTERLY LINE, TO THE NORTHERLY RIGHT OF WAY LINE OF MARKET LANE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 5, SAID SUNSET PLAZA SUBDIVISION FIRST PLATTING; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE AND ITS EXTENSION, TO THE EASTERLY LINE OF LOT 5, MARKET SQUARE SUBDIVISION OF THE CITY OF NORFOLK; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE; THENCE SOUTHWESTERLY ON SAID NORTHERLY LINE, TO THE EASTERLY LINE OF LOT 2-R, COMMONWEALTH PARK FIFTH ADDITION OF THE CITY OF NORFOLK; THENCE SOUTHERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF SAID LOT 2-R; THENCE NORTHWESTERLY ON SAID SOUTHERLY LINE OF SAID LOT 2-R, TO THE EAST LINE OF LOT 1-R OF SAID COMMONWEALTH PARK FIFTH ADDITION TO THE CITY OF NORFOLK; THENCE NORTHERLY ON SAID EAST LINE, TO THE NORTH LINE OF SAID LOT 1-R; THENCE WESTERLY ON SAID NORTH LINE, TO THE EAST RIGHT OF WAY LINE OF SOUTH 20<sup>TH</sup> STREET; THENCE NORTHERLY ON SAID EAST RIGHT OF WAY LINE, TO THE SOUTH RIGHT OF WAY LINE OF VICKI LANE; THENCE NORTHWESTERLY, TO THE SOUTHEAST CORNER OF COMMONWEALTH PARK 2<sup>ND</sup> ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF DESAI'S 3<sup>RD</sup> ADDITION TO THE CITY OF NORFOLK, TO THE WESTERLY LINE OF SAID DESAI'S 3<sup>RD</sup> ADDITION; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE NORTHERLY LINE OF BLOCK A, COMMONWEALTH PARK FIRST ADDITION TO THE CITY OF NORFOLK; THENCE NORTHWESTERLY ON SAID NORTHERLY LINE, TO THE WESTERLY LINE OF SAID BLOCK A; THENCE SOUTHWESTERLY ON SAID WESTERLY LINE, TO THE SAID NORTHERLY RIGHT OF WAY LINE OF WEST OMAHA AVENUE; THENCE NORTHWESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST PASEWALK AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT OF WAY LINE, TO THE NORTH LINE OF PARCEL 1A OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY ON SAID NORTH LINE, TO THE WEST LINE OF SAID PARCEL 1A; THENCE SOUTHERLY ON SAID WEST LINE, TO THE SOUTH LINE OF SAID PARCEL 1A; THENCE EASTERLY ON SAID SOUTH LINE, TO SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 18<sup>TH</sup> STREET; THENCE EASTERLY, TO THE SOUTHEAST CORNER OF LOT 5, HILLSIDE TERRACE 4<sup>TH</sup> ADDITION TO THE CITY OF NORFOLK; THENCE EASTERLY, TO THE NORTHWEST CORNER OF LOT 6, BLUERIDGE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID BLUERIDGE ADDITION, TO THE NORTH LINE OF CHERRY TREE ADDITION TO THE CITY OF NORFOLK; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID CHERRY TREE ADDITION AND ITS SOUTHERLY EXTENSION, TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST MICHIGAN AVENUE; THENCE NORTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF TRACT 3 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY LINE OF TRACTS 1 AND 2 OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHEASTERLY ON SAID SOUTHERLY LINE, TO THE EASTERLY LINE OF SAID TRACT 1 AND 2; THENCE NORTHEASTERLY ON SAID EASTERLY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE

OF SAID WEST MICHIGAN AVENUE; THENCE EASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING

## **Findings and Contributing Factors**

The intent of this study is to determine whether the Big Red Keno Area Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Friday, April 15, 2022, indicated the study area has such deterioration or lack of municipal infrastructure, thus the study area warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Big Red Keno Area Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the Big Red Keno Area Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the site conditions, debris, condition of public infrastructure, deteriorating structures and other observed conditions within the Big Red Keno Area Blight Study Area.



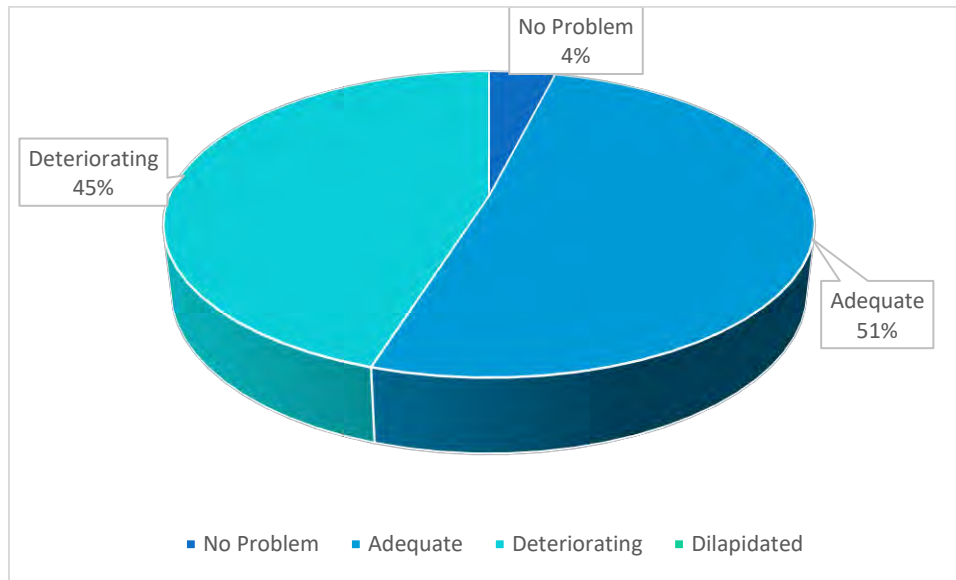
**BLIGHTED CRITERIA CONDITIONS**

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

**Substantial Number of Deteriorated or Deteriorating Structures**

As a rule, the primary structure for each parcel within the Big Red Keno Area Blight Study Area was examined. A total of 23 or 45% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrates the distribution of the structural ratings within the study area and Figure 4 illustrates the distribution of the deteriorated structures. This is considered a significant contributing factor.

Figure 2, Structural Rating



**Defective or Inadequate Street Layout**

**Street Conditions and Accessibility**

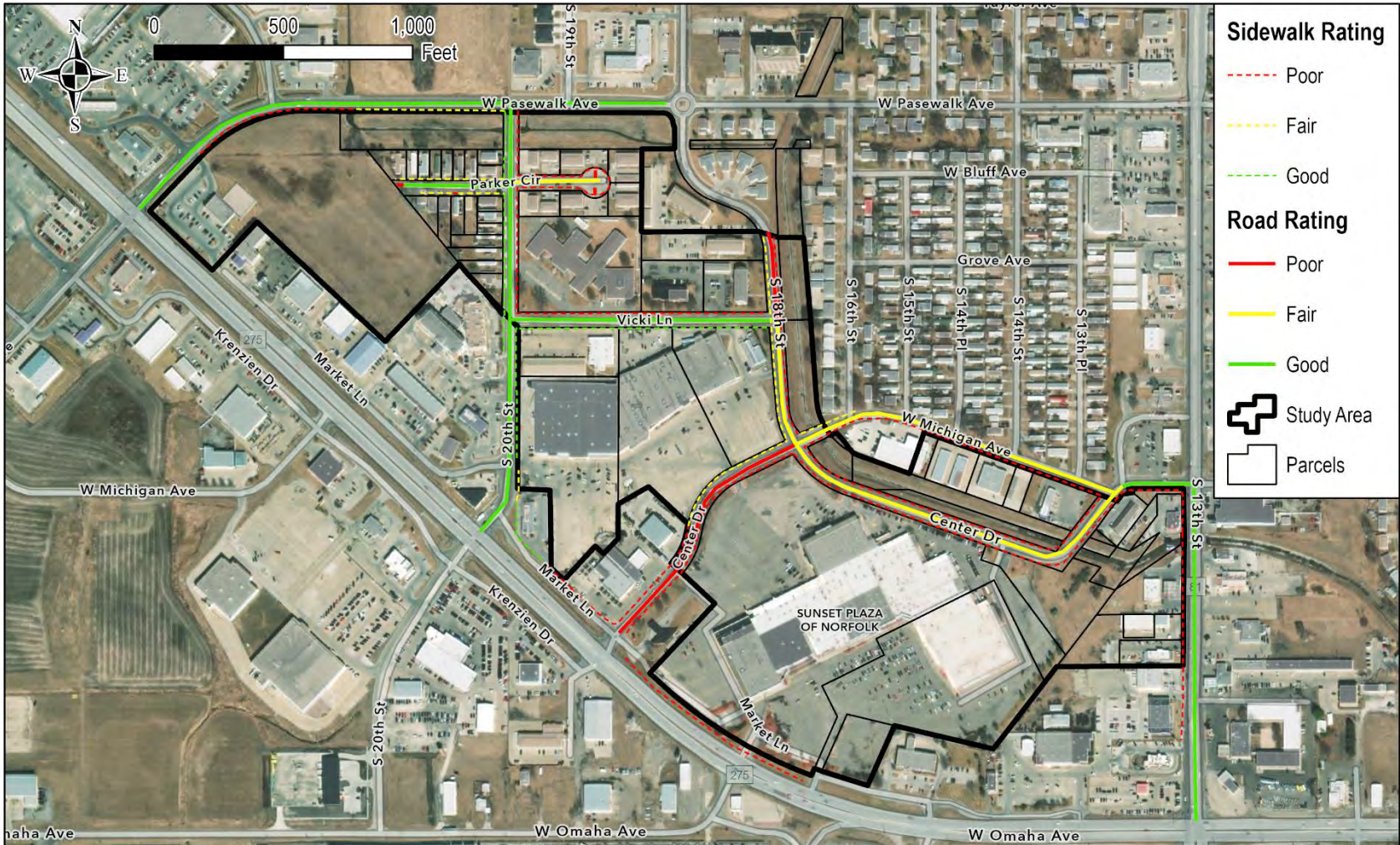
Street conditions and accessibility within the Big Red Keno Area Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The noted deficiencies are: missing portions or incomplete Streets; and the vast majority of the sidewalks in the area are missing or were graded poor. The transportation infrastructure conditions are illustrated on Figure 3.

Overall, the Big Red Keno Area Blight Study Area has limited connectivity with the adjacent street grid due to the open drainage channels. Due to the lack of connectivity and sidewalks, this is considered a contributing factor.

**Faulty lot layout in relation to size, adequacy, accessibility, or usefulness**

Throughout the Big Red Keno Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped with acute angles or have limited use due to irregular shape. In addition, a portion of the area lacked infrastructure improvements for accessibility and usefulness. Overall, this factor is considered to be contributing to the recommended blight designation.

Figure 3: Transportation Conditions



**Unsaniary or unsafe conditions**  
Conditions which pose a threat to public health and safety

Big Red Keno Blight Study Area, June 29, 2022

**City of Norfolk, NE**

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Norfolk Big Red Keno Blight Study: Transportation



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**Debris**

Debris piles or tire piles were noted in the field analysis on nine properties. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease.

**Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

**Floodplain**

The majority of the area is with a designated 100 year or 500-year floodplain.

**Open drainage Channel**

The area is bisected by a large open channel for storm drainage. During storm events, the unprotected area could pose a safety hazard to people in the vicinity.

As a result, this factor is considered to be contributing the recommended blight designation.

**Deterioration of site or other improvements**

**Sidewalks**

The lack of sidewalks, including accessible crosswalks, inhibits pedestrian movement through the study area.

**Vehicle circulation and parking**

The lack of connectivity to land locked or irregular shaped lots impedes the ability to freely travel to or from the study area. Deteriorated hard surfaced parking and drive areas were observed throughout the study area.

As a result, this factor is considered to be contributing the recommended blight designation.

**Diversity of ownership**

The diversity of ownership is evident in the Big Red Keno Area Blight Study Area. There are 46 unique private property owners in the Big Red Keno Area Blight Study Area. Thus, this is considered a contributing factor.

As a result, this factor is considered to be contributing the recommended blight designation.

**Improper subdivision or obsolete platting**

**Obsolete platting**

Throughout the Big Red Keno Area Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision; while some are odd shaped or have limited use due to acute angles and or narrowness.

As a result, this factor is considered to be contributing the recommended blight designation.

**The existence of conditions which endanger life or property**

*Conditions which pose a threat to public health and safety*

**Age of Structures**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

**Debris**

Debris piles or tire piles were noted in the field analysis on nine properties. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease.

**Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

**Floodplain**

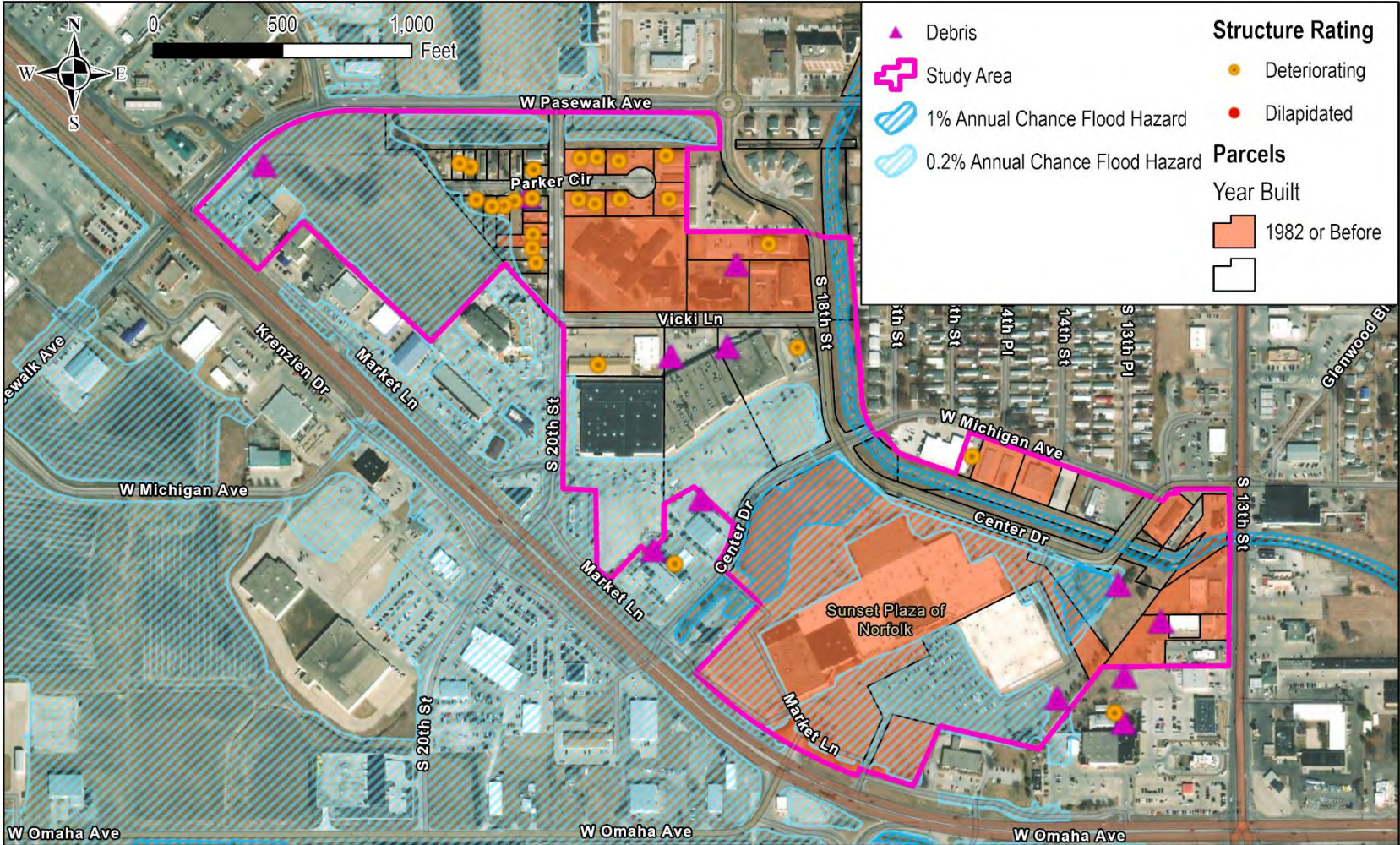
The majority of the area is with a designated 100 year or 500-year floodplain.

**Open drainage Channel**

The area is bisected by a large open channel for storm drainage. During storm events, the unprotected area could pose a safety hazard to people in the vicinity.

As a result, this factor is considered to be contributing the recommended blight designation.

Figure 4: Potential Hazards of Site



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# City of Norfolk, NE

## Norfolk Big Red Keno Blight Study: Potential Hazards

***Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability.***

Minor conditions or factors were observed in the field analysis that could impair sound growth of the community.

As a result, it is not considered a substantial contributor to the Big Red Keno Area Blight Study Area to be considered blighted.

***Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:***

The average age of the commercial structures in the area is at least 40 years. The average age of the commercial structures is 42 years (1980).

## **SUBSTANDARD CRITERIA**

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

### **Dilapidation/deterioration**

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Big Red Keno Area Blight Study Area.

A total of 23 or 45% of the structures within the designated study area were graded as deteriorating. Figure 2 illustrated the structural ratings within the study area. This is considered a significant contributing factor.

### **Age or obsolescence**

Information regarding the age of the permanent structures within the Big Red Keno Area Blight Study Area was provided by the Madison County Assessor's Office.

The average age of the commercial structures in 42 years, therefore, this is considered a contributing substandard factor.

### **Inadequate provision for ventilation, light, air, sanitation, or open spaces**

#### **Poor Drainage and Sanitation**

The Big Red Keno Area Blight Study Area contains areas of trash and debris. However, this is not considered significant to be considered a contributing factor.

### **Other Substandard Conditions**

#### ***The existence of conditions which endanger life or property***

#### **Age of Structures**

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

#### **Debris**

Debris piles or tire piles were noted in the field analysis on nine properties. This can contribute to harboring rodents and vermin as well as pose a potential mosquito breeding area to spread disease.

#### **Sidewalks**

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

#### **Floodplain**

The majority of the area is with a designated 100 year or 500-year floodplain.

#### **Open drainage Channel**

The area is bisected by a large open channel for storm drainage. During storm events, the unprotected area could pose a safety hazard to people in the vicinity. As a result, this factor is considered to be contributing the recommended blight designation.

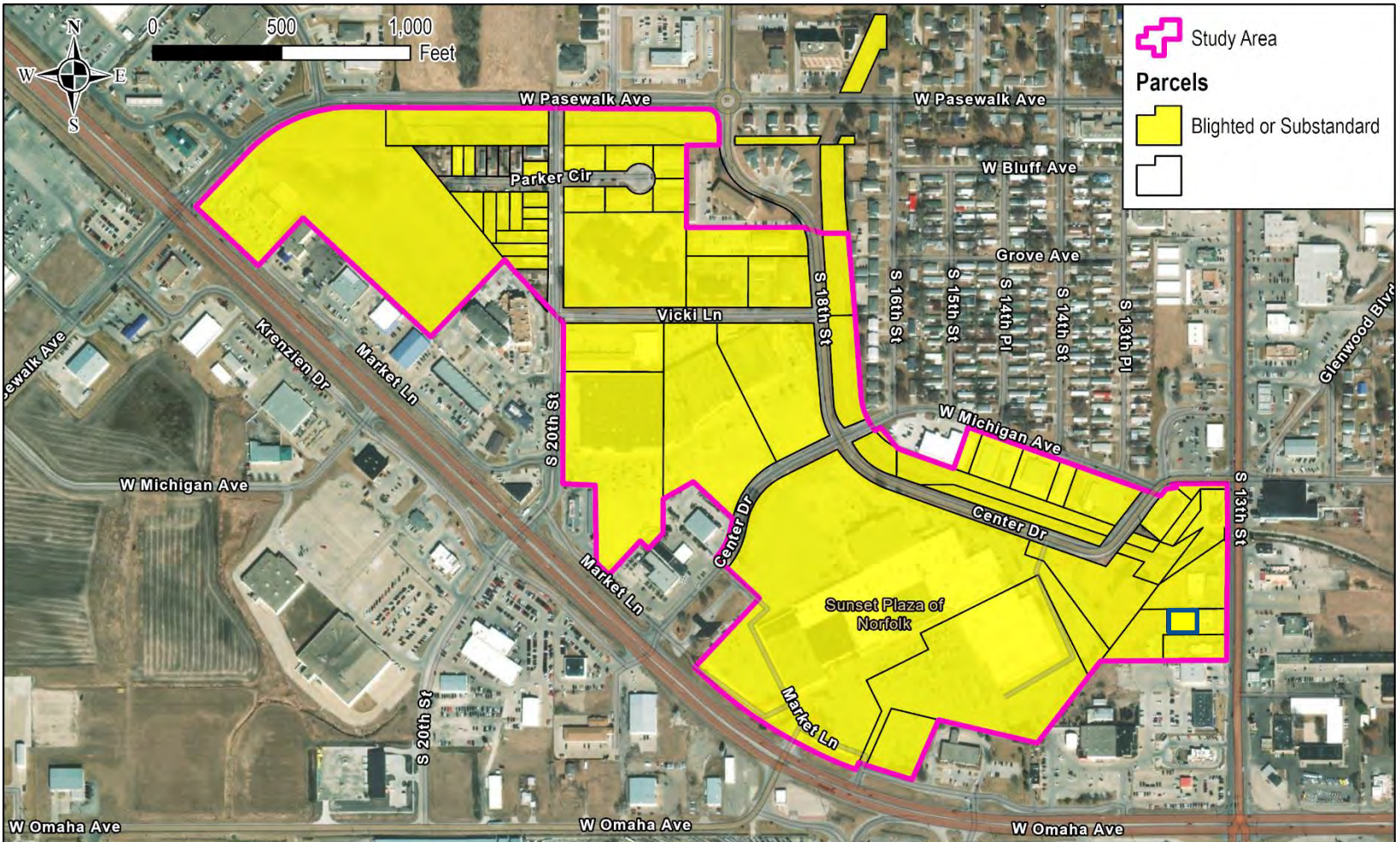


Figure 5: Parcels Showing Blight and Substandard Criteria

*Findings and Contributing Factors*

# City of Norfolk, NE

## Norfolk Big Red Keno Blight Study Characteristics of Blight and Substandard Area



Created By: J. Ray; M. Woodrum  
Date: 6.6.2022  
Software: ArcGIS Pro 2.9.3  
File: 220677.00

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## **Blighted and Substandard Findings**

The Big Red Keno Area Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has various items that were considered beyond the remedy and control of the normal regulatory process of the City of Norfolk or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

**Table 1: Summary Matrix**

<b>Criteria</b>	
Structure condition	Yes
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	No
Age of Structure	Yes
<b>BLIGHT TOTALS</b>	<b>9/12</b>
Exterior inspection of structures	Yes
Age of structures	Yes
Inadequate provision for ventilation, sanitation	No
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
<b>SUBSTANDARD TOTALS</b>	<b>3/4</b>
<b>TOTALS</b>	<b>12/16</b>

## **Conclusion**

Several conditions within the Big Red Keno Area were observed during the field survey which warrant a designation as blighted and substandard. The conditions showing evidence of blight are interspersed throughout the Big Red Keno Area Blight Study Area, and as such, parcels within the boundaries of the Big Red Keno Area Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Big Red Keno Area Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Norfolk and the Community Redevelopment Authority. The City of Norfolk should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Big Red Keno Area Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

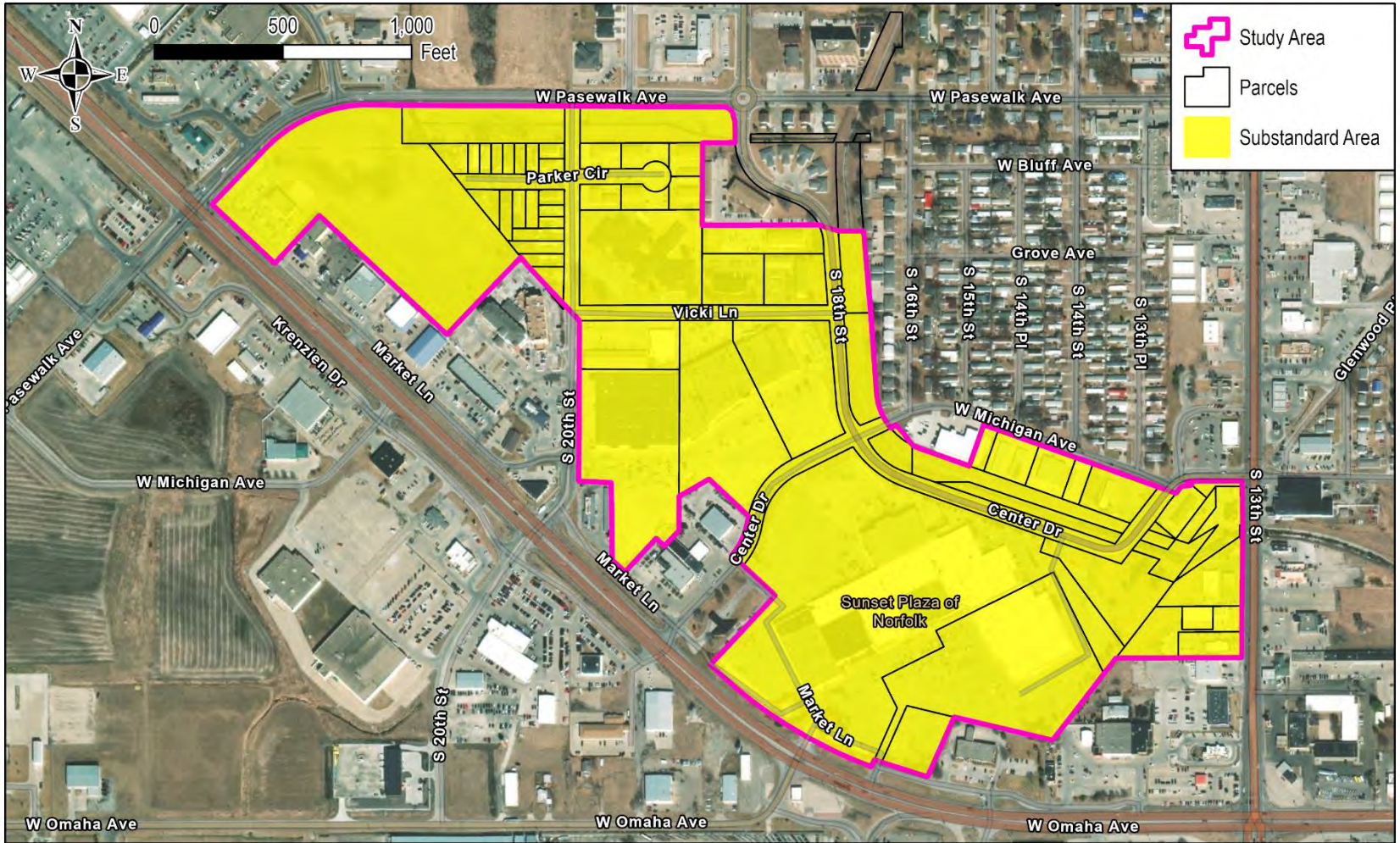


Figure 6 Recommended Blight and Substandard Designation

Findings and Contributing Factors

# City of Norfolk, NE

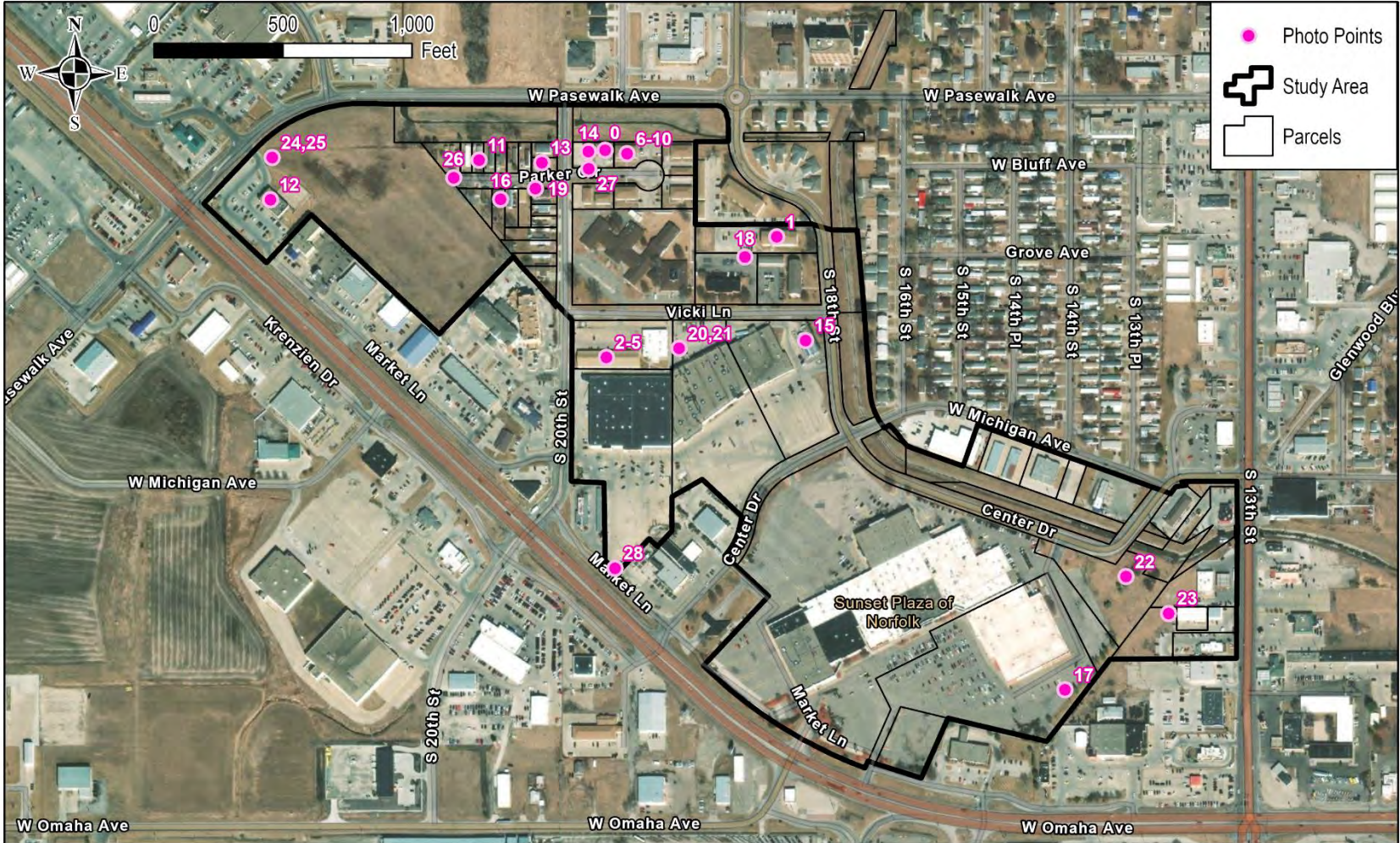
## Norfolk Big Red Keno Blight Study Recommended Blight and Substandard Area



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 Date: 6.6.2022  
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Appendix A  
Photo Exhibit



# City of Norfolk, NE

## Norfolk Big Red Keno Blight Study: Photo Guide



Created By: J. Ray; M. Woodrum  
 Date: 6.6.2022  
 Software: ArcGIS Pro 2.9.3  
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Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Big Red Keno Blight Study Area, June 29, 2022

Photo 7



Photo 8





Photo 9



Photo 10



Photo 11



Photo 12



Big Red Keno Blight Study Area, June 29, 2022

Photo 13



Photo 14



Photo 15



Photo 16



Photo 17 (looking outside study area)



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Big Red Keno Blight Study Area, June 29, 2022



Photo 25



Photo 26



Photo 27



Big Red Keno Blight Study Area, June 29, 2022

Photo 28



**RESOLUTION NO. 2023-43**

**WHEREAS**, the City of Norfolk Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

**WHEREAS**, the City of Norfolk has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which is in the amount of \$435,000 of Community Development Block Grant (CDBG) funds, of which \$310,000 will be used for commercial rehabilitation in the form of downtown façade improvements. The need for façade improvements was identified through a 2023 Norfolk Downtown Business survey. \$90,000 will be used for the sidewalk improvements of three midblock crossings on Norfolk Avenue to provide street-to-sidewalk accessibility between Second and Third Street, Third and Fourth Street, and Fourth and Fifth Street. The project will include the removal and replacement of 186 square yards of pavement, the incorporation of 364 linear feet of polyuria pavement marking, and the installation of detectable warning panels. The need for the proposed project was determined through an engineering survey of the area. \$10,000 will be used for construction management, and \$25,000 will be used for general administration of the grant. The downtown façade improvements program will provide a 1:1 match of \$310,000, and the City of Norfolk will provide \$22,500 for the sidewalk improvements. The estimated total cost is \$767,500. The proposed project will meet the national objective of minimizing a designated blighted and substandard area and LMC through removal of architectural barriers. No persons will be displaced as a result of CDBG activities.

**NOW, THEREFORE, BE IT RESOLVED BY** the City Council of the City of Norfolk that the Mayor, and/or other City Staff persons, be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Norfolk and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Passed and approved this 7<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Josh Moenning, Mayor

ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

( S E A L )

Approved as to form:

\_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

ORDINANCE NO. 5838

AN ORDINANCE CREATING PAVING DISTRICT NO. 521 IN THE CITY OF NORFOLK, NEBRASKA, ORDERING THE CONSTRUCTION OF STREET IMPROVEMENTS THEREIN AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

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

Section 1. That there be and hereby is created in the City of Norfolk, Nebraska, a paving district to be known and designated as Paving District No. 521 of the City of Norfolk, Nebraska

Section 2. That the outer boundaries of Paving District No. 521 as depicted on Exhibit 'A', attached hereto and incorporated herein by this reference shall include, in addition to the streets to be improved, all of the following described property, to-wit:

Lots 1 thru 3 and Outlot A, Norfolk 140 Subdivision, Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska;

All in the City of Norfolk, and within which district the following streets shall be improved by paving with integral curb and necessary appurtenances:

South 43<sup>rd</sup> Street; from existing paving on West Norfolk Avenue (Highway 275) south approximately 750 feet.

Madison Avenue from South 43<sup>rd</sup> Street east 1330 feet to South 40<sup>th</sup> Street.

40<sup>th</sup> Street from Madison Avenue in Norfolk 140 Subdivision north 225 feet to the easterly extension of Madison Avenue in Fountain Point Addition.

Right turn lane to 43<sup>rd</sup> Street on the east bound lanes of Highway 275.

Realignment of 320 feet of a private drive to meet Nebraska Department of Transportation access restriction requirements.

All of which streets are hereby found to be intersecting or interconnecting.

Section 3. Said streets shall be improved and said improvements shall be made in accordance with the plans, specifications and estimate prepared by Schemmer and to be approved by the City of Norfolk Engineering Division and the Mayor and Council. The cost of such paving except street intersection shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

Section 4. Notice of the creation of said District shall be published as provided by law in the Norfolk Daily News, a legal newspaper of the City of Norfolk, Nebraska.

Section 5. This ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

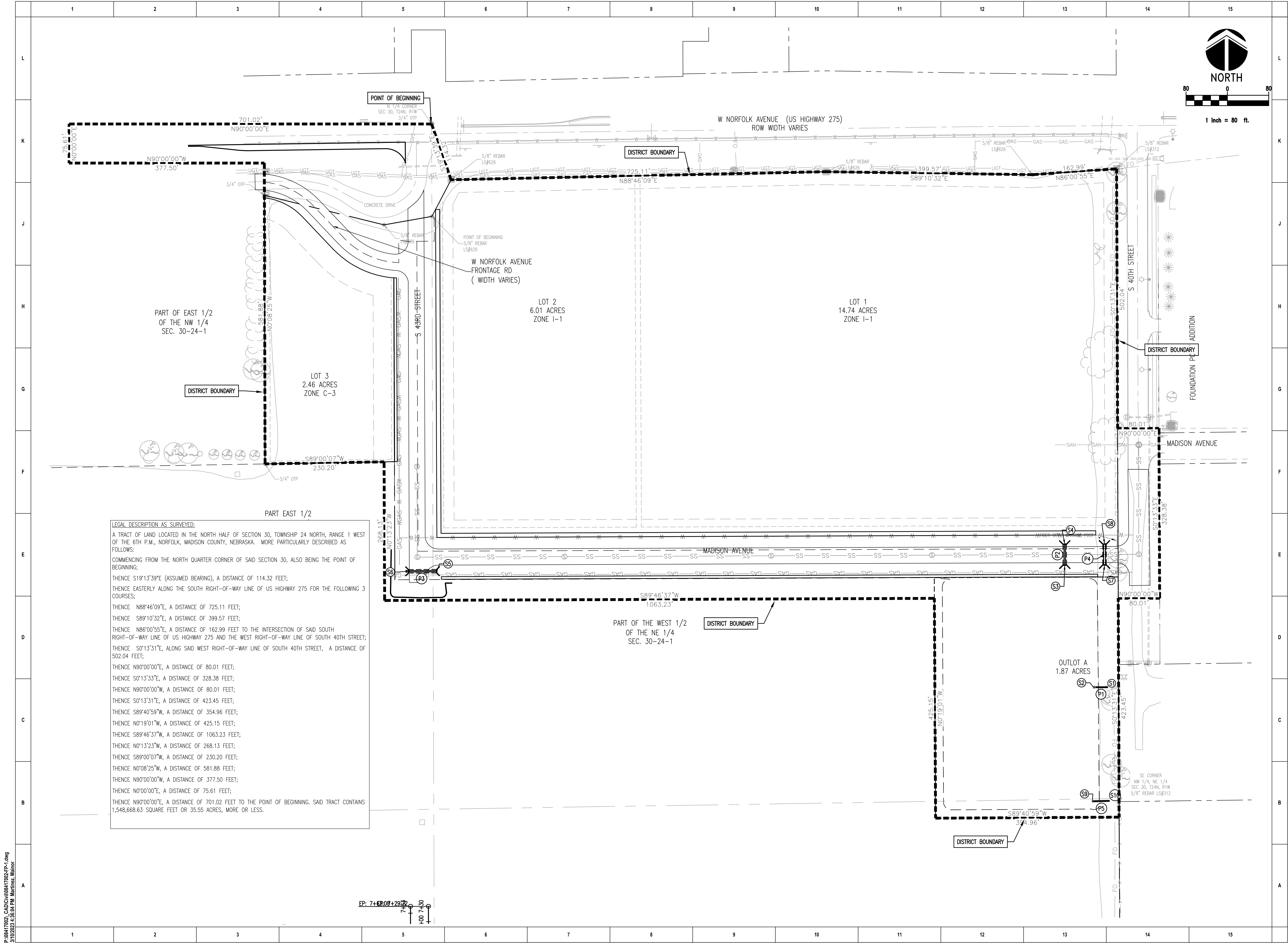
ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

\_\_\_\_\_  
Josh Moenning, Mayor

(S E A L)

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



**LEGAL DESCRIPTION AS SURVEYED:**  
 A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30, ALSO BEING THE POINT OF BEGINNING;  
 THENCE S19°13'39"E (ASSUMED BEARING), A DISTANCE OF 114.32 FEET;  
 THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;  
 THENCE N88°46'09"E, A DISTANCE OF 725.11 FEET;  
 THENCE S89°10'32"E, A DISTANCE OF 399.57 FEET;  
 THENCE N86°00'55"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;  
 THENCE S0°13'31"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET, A DISTANCE OF 502.04 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 80.01 FEET;  
 THENCE S0°13'33"E, A DISTANCE OF 328.38 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 80.01 FEET;  
 THENCE S0°13'31"E, A DISTANCE OF 423.45 FEET;  
 THENCE S89°40'59"W, A DISTANCE OF 354.96 FEET;  
 THENCE N0°19'01"W, A DISTANCE OF 425.15 FEET;  
 THENCE S89°46'37"W, A DISTANCE OF 1063.23 FEET;  
 THENCE N0°13'23"W, A DISTANCE OF 268.13 FEET;  
 THENCE S89°00'07"W, A DISTANCE OF 230.20 FEET;  
 THENCE N0°08'25"W, A DISTANCE OF 581.88 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 377.50 FEET;  
 THENCE N0°00'00"E, A DISTANCE OF 75.61 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 701.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,548,668.63 SQUARE FEET OR 35.55 ACRES, MORE OR LESS.

EP: 7+62.09+29.22  
 7+62.09  
 1+00 7+30

DESIGNED:	ISSUE DATE:	REVISIONS:	NO.:	DATE:	BY:	DESCRIPTION:
RMD	March 7, 2023					
DRAWN:						
CHECKED:						

# SCHEMMER

*Design with Purpose. Build with Confidence.*

**FLATROCK GROUP**  
 NORFOLK 140 DEVELOPMENT  
 W. NORFOLK AVENUE AND S. 40TH STREET  
**DISTRICT BOUNDARY EXHIBIT**

PROJECT NO.: 08417.002



Design with Purpose. Build with Confidence.

February 27, 2023

Mr. Steven Rames, PE  
Public Works Director/City Engineer  
City of Norfolk  
309 N. 5<sup>th</sup> St.  
Norfolk, NE 68701

Re: Norfolk 140  
Paving, Sewer, and Water Districts

Dear Mr. Rames:

Please consider this as my request for the City of Norfolk to proceed with the creation of a paving district, sewer district, and water district for the above referenced subdivision as soon as possible.

Please contact me with any questions.

Sincerely,

Lorri Brockman  
Corporate Manager of Flatrock Group LLC

PHONE 402.493.4800  
FAX 402.493.7951

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

SCHEMMER.COM

EMPLOYEE OWNED

8/7/2023

Enclosure 36  
Page 288 of 400



ORDINANCE NO. 5839

AN ORDINANCE CREATING SANITARY SEWER EXTENSION DISTRICT NO. 255 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska; hereby find and determine that it is necessary and advisable to extend the sanitary sewer service to beyond the existing system by the construction of sanitary sewer mains, together with the necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Sanitary Sewer Extension District No. 255 of the City.

Section 2. That the Sanitary Sewer Extension District No. 255 in which it is proposed to make special assessments shall include the following property, to-wit:

Lots 1 thru 3 and Outlot A, Norfolk 140 Subdivision, Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska;

See Exhibit "A".

Section 3. The sewer to be constructed in said District shall be a 10-inch PVC sanitary sewer main along with necessary appurtenances extending south along 40<sup>th</sup> Street approximately 255 feet; a 10-inch PVC sanitary sewer main along with necessary appurtenances extending west at the intersection of 40<sup>th</sup> Street and Madison Avenue approximately 1400 feet to 43<sup>rd</sup> Street; and a 10-inch PVC sanitary sewer main along

with necessary appurtenances extending north on 43<sup>rd</sup> Street approximately 375 feet, all located in Section 30, Township 24 North, Range 1 West, in the City of Norfolk, Madison County, Nebraska.

Section 4. The sanitary sewer extensions in the Sanitary Sewer Extension District set out above be, and the same hereby are, ordered constructed, and the plans and specifications which have been prepared by Schemmer together with the Engineer's estimate of cost in the amount of \$220,000.00 for the construction of the above sanitary sewer extensions, which are on file with the City Clerk, are hereby approved and the Clerk is instructed to cause notice to bidders to be published as provided by law for receiving bids. It is hereby found and determined that none of the properties included within the foregoing District are served by the existing sewer system of the City and that the land included within the District is located in the City or within the extra territorial zoning jurisdiction of the City. The cost of such sanitary sewer extension shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

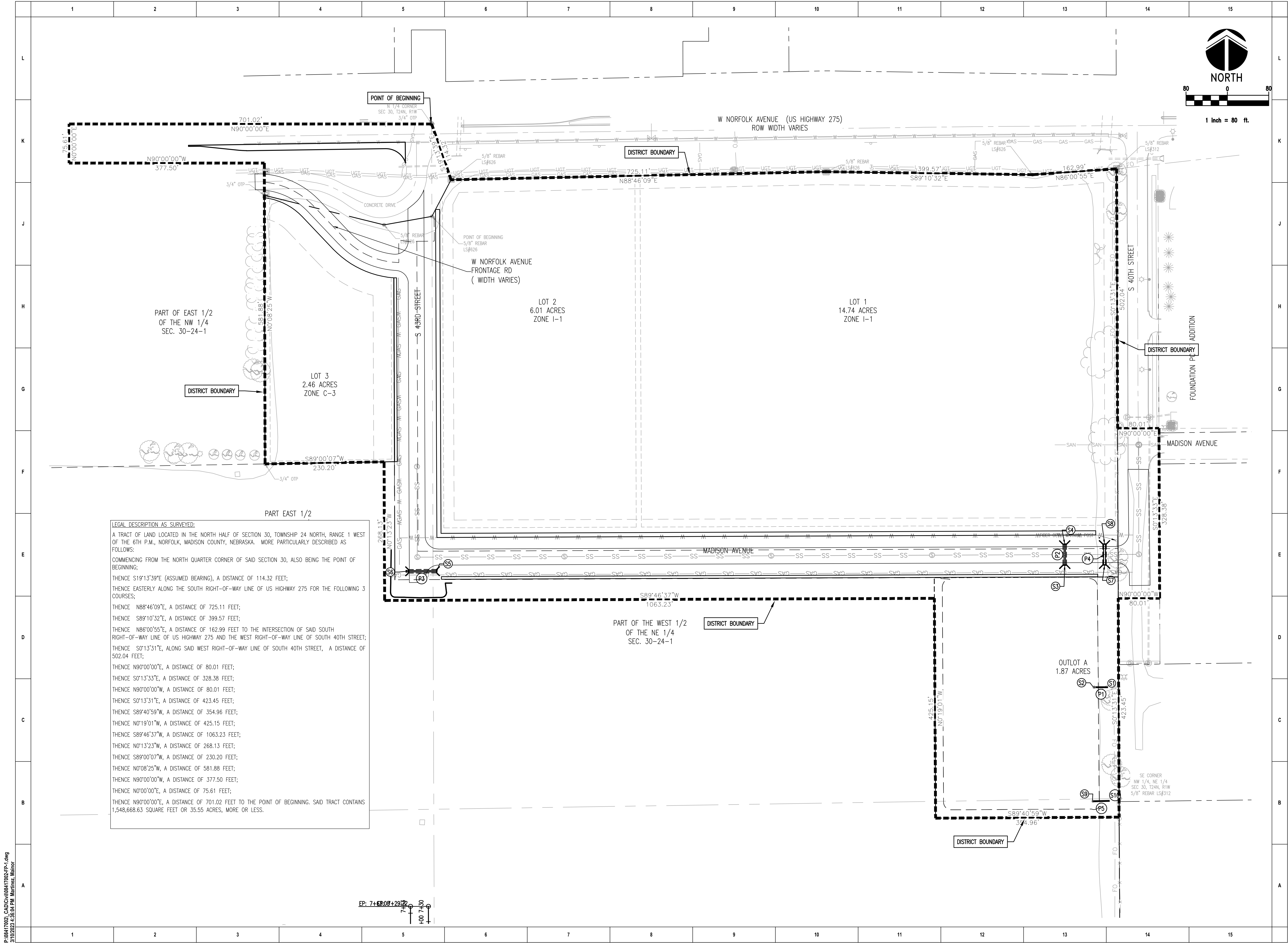
ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

\_\_\_\_\_  
Josh Moenning, Mayor

(S E A L)

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



**LEGAL DESCRIPTION AS SURVEYED:**  
 A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30, ALSO BEING THE POINT OF BEGINNING;  
 THENCE S19°13'39"E (ASSUMED BEARING), A DISTANCE OF 114.32 FEET;  
 THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;  
 THENCE N88°46'09"E, A DISTANCE OF 725.11 FEET;  
 THENCE S89°10'32"E, A DISTANCE OF 399.57 FEET;  
 THENCE N86°00'55"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;  
 THENCE S0°13'31"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET, A DISTANCE OF 502.04 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 80.01 FEET;  
 THENCE S0°13'33"E, A DISTANCE OF 328.38 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 80.01 FEET;  
 THENCE S0°13'31"E, A DISTANCE OF 423.45 FEET;  
 THENCE S89°40'59"W, A DISTANCE OF 354.96 FEET;  
 THENCE N0°19'01"W, A DISTANCE OF 425.15 FEET;  
 THENCE S89°46'37"W, A DISTANCE OF 1063.23 FEET;  
 THENCE N0°13'23"W, A DISTANCE OF 268.13 FEET;  
 THENCE S89°00'07"W, A DISTANCE OF 230.20 FEET;  
 THENCE N0°08'25"W, A DISTANCE OF 581.88 FEET;  
 THENCE N90°00'00"W, A DISTANCE OF 377.50 FEET;  
 THENCE N0°00'00"E, A DISTANCE OF 75.61 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 701.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,548,668.63 SQUARE FEET OR 35.55 ACRES, MORE OR LESS.

DESIGNED:	RMD	ISSUE DATE:
		March 7, 2023
DRAWN:	MM	REVISIONS:
		No.:
CHECKED:	RMD	DATE:
BY:	DESCRIPTION:	

THIS DRAWING IS BEING MADE FOR THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE QUALITY OF ANY PART THEREOF EXCEPT IN THE ABOVE AGREEMENT.

# SCHEMMER

Design with Purpose. Build with Confidence.

**FLATROCK GROUP**  
 NORFOLK 140 DEVELOPMENT  
 W. NORFOLK AVENUE AND S. 40TH STREET  
**DISTRICT BOUNDARY EXHIBIT**

PROJECT NO.: 08417.002

**1 OF 1**

Exhibit 'A'



Design with Purpose. Build with Confidence.

February 27, 2023

Mr. Steven Rames, PE  
Public Works Director/City Engineer  
City of Norfolk  
309 N. 5<sup>th</sup> St.  
Norfolk, NE 68701

Re: Norfolk 140  
Paving, Sewer, and Water Districts

Dear Mr. Rames:

Please consider this as my request for the City of Norfolk to proceed with the creation of a paving district, sewer district, and water district for the above referenced subdivision as soon as possible.

Please contact me with any questions.

Sincerely,

Lorri Brockman  
Corporate Manager of Flatrock Group LLC

PHONE 402.493.4800  
FAX 402.493.7951

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

SCHEMMER.COM

EMPLOYEE OWNED

8/7/2023

Enclosure 37  
Page 292 of 400

ORDINANCE NO. 5840

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 128 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska; hereby find and determine that it is necessary and advisable to extend the municipal water service to beyond the existing system by the construction of water mains, together with the necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Water Extension District No. 128 of the City pursuant to Section 19-2401 et. seq. of the Nebraska Revised Statutes of 1943, as amended.

Section 2. That the Water Extension District No. 128 in which it is proposed to make special assessments shall include the following property, to-wit:

Lots 1 thru 3 and Outlot A, Norfolk 140 Subdivision, Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska;

See Exhibit "A".

Section 3. The size, location and terminal points of water mains in said District are as follows, to wit: a 10-inch DIP water main together with necessary appurtenances will be extended west along Madison Avenue approximately 1,400 feet from 40<sup>th</sup> Street to 43<sup>rd</sup> Street; and a 10-inch DIP water main together with necessary appurtenances will be

extended north along 43<sup>rd</sup> Street approximately 840 feet to Highway 275; all located in Section 30, Township 24 North, Range 1 West in the City of Norfolk, Madison County, Nebraska.

Section 4. The water extensions in the Water Extension District set out above be, and the same hereby are, ordered constructed, and the plans and specifications have been prepared by Schemmer together with the Engineer’s estimate of cost in the amount of \$290,000.00 for the construction of the above water extensions, which are on file with the City Clerk, are hereby approved and the Clerk is instructed to cause notice to bidders to be published as provided by law for receiving bids. It is hereby found and determined that none of the properties included within the foregoing District are served by the existing water system of the City and that the land included within the District is located in the City or within the extra territorial zoning jurisdiction of the City. The cost of such water extension shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

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

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

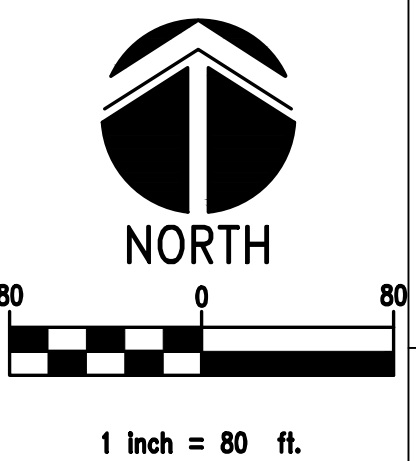
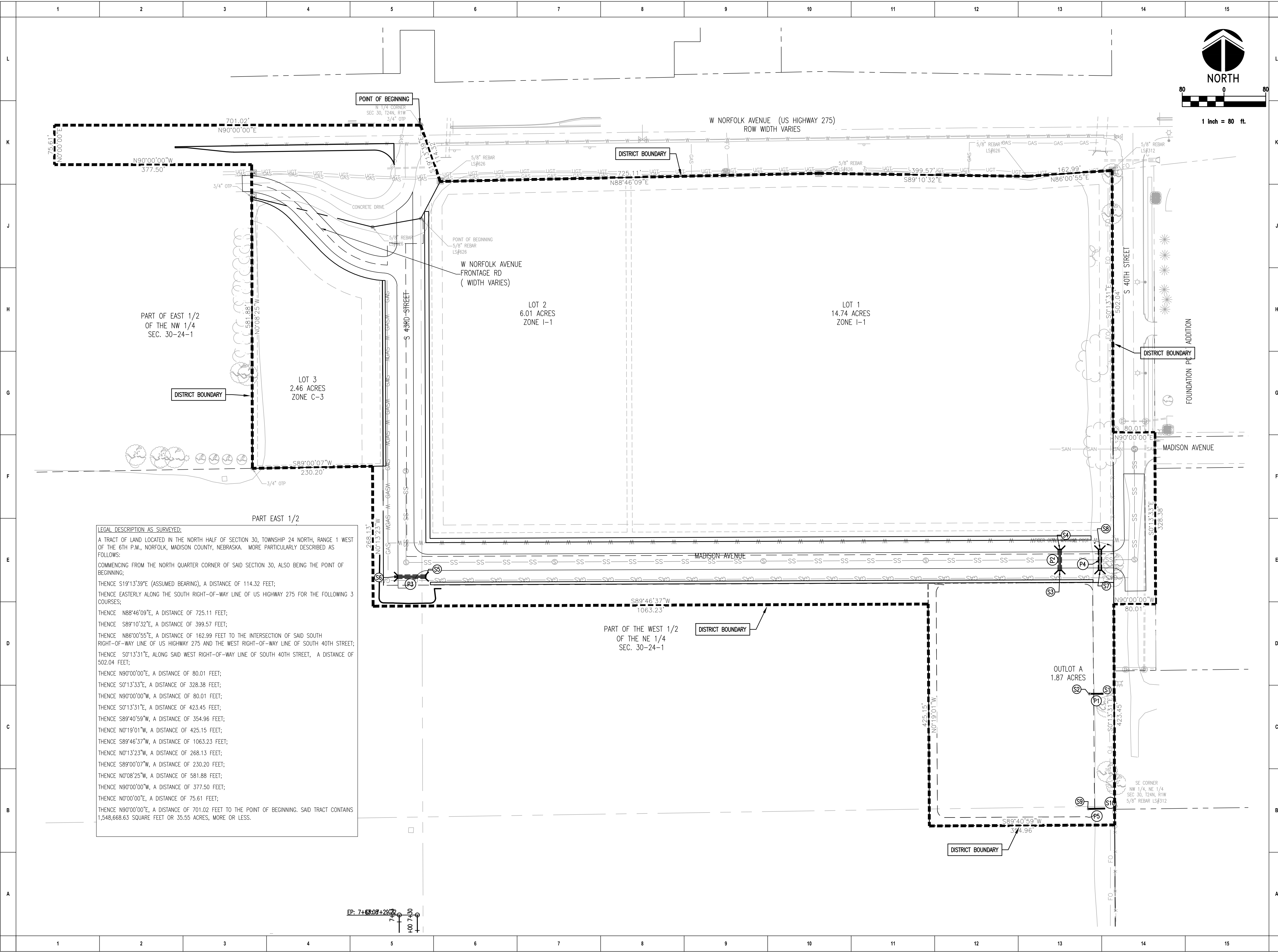
ATTEST:

\_\_\_\_\_  
Brianna Duerst, City Clerk

\_\_\_\_\_  
Josh Moenning, Mayor

(S E A L)

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



**LEGAL DESCRIPTION AS SURVEYED:**  
 A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., NORFOLK, MADISON COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCING FROM THE NORTH QUARTER CORNER OF SAID SECTION 30, ALSO BEING THE POINT OF BEGINNING;  
 THENCE S19°13'39"E (ASSUMED BEARING), A DISTANCE OF 114.32 FEET;  
 THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 FOR THE FOLLOWING 3 COURSES;  
 THENCE N88°46'09"E, A DISTANCE OF 725.11 FEET;  
 THENCE S89°10'32"E, A DISTANCE OF 399.57 FEET;  
 THENCE N86°00'55"E, A DISTANCE OF 162.99 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 275 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET;  
 THENCE S0°13'31"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH 40TH STREET, A DISTANCE OF 502.04 FEET;  
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 THENCE N0°00'00"E, A DISTANCE OF 75.61 FEET;  
 THENCE N90°00'00"E, A DISTANCE OF 701.02 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 1,548,668.63 SQUARE FEET OR 35.55 ACRES, MORE OR LESS.

DESIGNED:	RMD	ISSUE DATE:	March 7, 2023
DRAWN:	MM	REVISIONS:	
CHECKED:	RMD	No.:	
		DATE:	
		BY:	
		DESCRIPTION:	

**SCHEMMER**  
 Design with Purpose. Build with Confidence.

**FLATROCK GROUP**  
 NORFOLK 140 DEVELOPMENT  
 W. NORFOLK AVENUE AND S. 40TH STREET  
 DISTRICT BOUNDARY EXHIBIT

PROJECT NO.: 08417.002

**1 OF 1**

Exhibit 'A'  
 Enclosure 38  
 Page 295 of 408



Design with Purpose. Build with Confidence.

February 27, 2023

Mr. Steven Rames, PE  
Public Works Director/City Engineer  
City of Norfolk  
309 N. 5<sup>th</sup> St.  
Norfolk, NE 68701

Re: Norfolk 140  
Paving, Sewer, and Water Districts

Dear Mr. Rames:

Please consider this as my request for the City of Norfolk to proceed with the creation of a paving district, sewer district, and water district for the above referenced subdivision as soon as possible.

Please contact me with any questions.

Sincerely,

Lorri Brockman  
Corporate Manager of Flatrock Group LLC

PHONE 402.493.4800  
FAX 402.493.7951

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

SCHEMMER.COM

EMPLOYEE OWNED

8/7/2023

Enclosure 38  
Page 296 of 400



**City of Norfolk, Nebraska**  
**CONTRACT FOR ENGINEERING DESIGN SERVICES**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "City"

Schemmer,  
hereinafter referred to as "Engineer",  
a corporation of the state of Nebraska,  
with a place of business at:

1044 N. 115<sup>th</sup> Street, Suite 300  
Omaha, NE 68154

Phone: 402-493-4800

Fax: 402-493-7951

Fed EIN #47-0520408

Email: rduvall@schemmer.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

Paving District No. 521, Water Extension District No. 128, and  
Sanitary Sewer Extension District No. 255

**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 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 \$225,340.
- 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 Rob DuVall 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 \$100,000.00 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 as 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](http://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 Moening, Mayor

Attest;

\_\_\_\_\_  
Brianna Duerst, City Clerk

**ENGINEER**

Signature: Charles Huddleston

Printed: Charles Huddleston

Title: Executive Vice President





Design with Purpose. Build with Confidence.

February 25, 2023

Mr. Steven Rames, PE  
Public Works Director/City Engineer  
City of Norfolk  
309 N. 5<sup>th</sup> St.  
Norfolk, NE 68701

Re: Professional Services Proposal  
Norfolk 140 Development

Dear Mr. Rames:

The Schemmer Associates Inc. (Schemmer) is pleased to present the attached proposal to render professional services to the City of Norfolk in connection with the Norfolk 140 Development. Attached for your consideration is Exhibit "A" – Scope of Services.

Please contact me with any questions regarding this proposal.

Sincerely,

THE SCHEMMER ASSOCIATES INC.

Rob DuVall, P.E.  
Team Leader, Civil Engineering – Private Sector  
Shareholder

Attachments

**Exhibit "A"**  
**Norfolk 140 Development Districts**  
**Scope of Services**  
**February 27, 2023**

**UNDERSTANDING OF PROJECT**

The proposed project consists of topographic surveying and engineering design services to provide final construction plans for the Paving District, Sewer Extension District, and Water Extension District in connection with the Norfolk 140 Development Norfolk, Nebraska. The project will include grading, pavement subgrade preparation, construction of pavement, storm sewer, sanitary sewer, and water main. The required services will include project administration, wetlands delineation, civil engineering, construction staking, and construction administration. The design will conform to all applicable City of Norfolk code requirements.

**SCOPE OF SERVICES**

- Detailed Services: Schemmer shall render for Client professional services in all phases of the project to which this agreement applies as hereinafter provided. These services will include serving as Client's professional engineering representative for the project, providing consultation and advice, and furnishing customary services incidental thereto.
  - o Paving District
    - Project management
      - Schedule management
      - Coordination with project team, City staff and residents
      - Provide Cost Estimates and Exhibits for Ordinances
      - Utilities Coordination
      - Invoicing
      - NDOT Coordination
    - Wetlands Delineation (Please see attached subconsultant agreement)
    - Prepare engineered drawings, stamped by a Registered Professional Engineer, licensed in the State of Nebraska. Specifications will be included on the Drawings.
      - Cover Sheet
      - General Notes and Specifications
      - Typical Sections and Quantities
      - Overall Paving Sheet
      - Pavement Plan and Profile Sheets
      - Details Sheet(s)
    - Construction Staking
      - Pavement
        - o Layout and grade, on desired offsets, the paving at all corner points, ends of returns, radius points, high or low points, curb ramps and at 50-foot intervals in tangent runs and 25-foot intervals in vertical and horizontal curves. (Does NOT include hubs for change in thickness of pavement but will include thickness of curbs).
      - Sidewalk
        - o Layout and grade, on desired offsets, one side of the sidewalk at all corner points, ends of returns, radius points, high or low points, curb ramps and at 50-foot intervals in tangent runs and 25-foot intervals in vertical and horizontal curves.

- Trail
    - Layout and grade, on desired offsets, both side of the sidewalk at all corner points, ends of returns, radius points, high or low points, curb ramps and at 50-foot intervals in tangent runs and 25-foot intervals in vertical and horizontal curves.
  - Construction Administration (See Attached Construction Phase Services Scope of Services)
  - As-built Survey (Hard Copy and Electronic Copy)
- Sewer Extension District
  - Project management
    - Schedule management
    - Coordination with project team and City staff
    - Provide Cost Estimates and Exhibits for Ordinances
    - Utilities Coordination
    - Invoicing
  - Nebraska Department of Environment and Energy (NDEE) NPDES Submittal
  - NDEE Construction Permit Application for Wastewater Works
  - Prepare engineered drawings, stamped by a Registered Professional Engineer, licensed in the State of Nebraska. Specifications will be included on the Drawings. Sheets anticipated to be:
    - Cover Sheet
    - General Notes and Specifications
    - Overall Grading and Drainage Sheet
    - Storm Sewer Plan and Profile Sheets
    - Box Culvert Typical Section and General Notes
    - Box Culvert Wing Details
    - Box Culvert Additional Details & Quantities
    - SWPPP Site Map
    - SWPPP Notes and Details
    - Overall Sanitary Sewer Sheet
    - Sanitary Sewer Plan and Profile Sheets
    - Post Construction Stormwater Management Plans (if required)
    - Details Sheet(s)
  - Drainage Study in accordance with the City of Norfolk Drainage Criteria Manual Version 1.0
  - Construction Staking
    - Layout and grade on desired offsets each sanitary sewer manhole, and layout offset hubs at 50-foot intervals along the sanitary sewer lines.
  - Construction Administration (See Attached Construction Phase Services Scope of Services)
  - As-built Survey (Hard Copy and Electronic Copy)
- Water Extension District
  - Project management
    - Schedule management
    - Coordination with project team and City staff
    - Provide Cost Estimates and Exhibits for Ordinances
    - Utilities Coordination
    - Invoicing
  - Nebraska department of Environment and Energy NPDES Submittal

- Prepare engineered drawings, stamped by a Registered Professional Engineer, licensed in the State of Nebraska. Specifications will be included on the Drawings.
    - Cover Sheet
    - General Notes and Specifications
    - Overall Water Sheet
    - Water Plan and Profile Sheets
    - Details Sheet(s)
  - Construction Staking
    - Layout and grade on desired offsets, offset hubs at 50-foot intervals along the water lines.
  - Construction Administration (See Attached Construction Phase Services Scope of Services)
  - As-built Survey (Hard Copy and Electronic Copy)
- Additional Services (excluded from this proposal): Schemmer will render additional services as approved and directed by the Client on an hourly rate fee basis as agreed to at the time such services are requested. Examples of potential additional services include:
- Special inspections and construction materials testing
  - Environmental studies (including but not limited to: Phase I ESAs, etc.)
  - Additional survey
  - Any other services not specifically included in the scope above

**ASSUMPTIONS**

- PCSMP for Phase I will be designed but it might not be required at the time of construction. City might approve discharging the storm water into the constructed wetlands area to the south of our development.
- The disturbed area will be greater than 1 acre, therefore SWPPP and NPDES documents will be required.
- Bidding and Negotiation Phase will run through City of Norfolk and Schemmer will answer design questions during the Bidding and Negotiation Phase.
- Wetland disturbance will be less than 0.10 acres.

**CLIENT RESPONSIBILITIES**

- Provide all Division 00 and 01 specifications, bid forms, etc.
- Provide full information regarding this project in a timely manner.

**SCOPE OF SERVICES FEE BREAKDOWN**

<b>Paving District</b>	<b>\$85,440</b>
<b>Sewer Extension District</b>	<b>\$75,800</b>
<b>Water Extension District</b>	<b>\$50,900</b>
<b>Reimbursable Expenses (Estimated)</b>	<b>\$13,200</b>

# Norfolk 140 Development Construction Phase Services

## SCOPE OF SERVICES

### INTRODUCTION

The proposed project includes grading, sanitary sewer, water main, storm sewer, and paving for a development near 40<sup>th</sup> Street and Hwy 275 in Norfolk, NE.

### ASSUMPTIONS

- A. Grading will take 5 calendar days of which all days will require services outlined below.
- B. Construction of the Sanitary Sewer will take 12 working days of which all days will require services outlined below.
- C. Construction of Water Main will take 10 working days of which all days will require services outlined below.
- D. Construction of Storm Sewer will take 20 working days of which approximately ½ of the days will require services outlined below.
- E. Construction of Paving will take 20 working days of which approximately ½ of the days will require services outlined below.

### 1. CONSTRUCTION PHASE

The following construction phase tasks will include:

- A. Act as a liaison for the Owner with Contractors and with the City.
- B. Conduct a preconstruction meeting
- C. Provide clarification and direction to Contractors regarding compliance with construction documents and City code and regulations
- D. Develop SWPPP documents and submit NOI
- E. Review shop drawings and submittals for compliance with construction documents
- F. 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.
- G. Materials testing as required by the construction documents and City of Norfolk standards to include:
  - Soil density proctor 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

- H. 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
- I. Perform required regular SWPPP inspections until the DEE NOI is terminated and direct edits to the SWPPP as required to be in compliance with the NPDES permit and the Clean Water Act
- J. Maintain daily log of construction activity and provide weekly progress reports
- K. Conduct at least three (3) on site progress meetings

## **2. CONSTRUCTION CLOSEOUT**

- A. 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.
- B. 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
- C. 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.

## AGREEMENT BETWEEN SCHEMMER AND SUBCONSULTANT

The Schemmer Associates Inc. (CONSULTANT) has entered into a written consulting contract (the CLIENT CONTRACT) with City of Norfolk (the CLIENT) for providing services as described in the CLIENT CONTRACT for the PROJECT described as Norfolk 140 Development. CONSULTANT requires certain services in connection with the PROJECT (the SERVICES) and EA Engineering , Science, and Technology, Inc., PBC (the SUBCONSULTANT) has agreed to perform the SERVICES which are part of the CLIENT CONTRACT Identified above, and more particularly described as follows:

**Wetland Delineation**

The following Attachments are hereby made a part of this AGREEMENT:

- SUBCONSULTANT SERVICES GENERAL CONDITIONS
- CLIENT CONTRACT
- Other: Fee and Scope Letter from EA dated December 19,2022, less EA Consulting Services Agreement

By signing this AGREEMENT, SUBCONSULTANT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto and SUBCONSULTANT is prepared to provide the SERVICES in accordance with this AGREEMENT. The TOTAL COST of SUBCONSULTANT Services shall not exceed \$5,400.00 based upon the SCOPE OF SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

### SUBCONSULTANT

BY:   
AUTHORIZED REPRESENTATIVE

DATE: December 27, 20 22

TITLE: Vice President

### THE SCHEMMER ASSOCIATES INC.

BY:   
AUTHORIZED REPRESENTATIVE

DATE: 1-9, 20 23

TITLE: Exec. Vice President

SCHEMMER OFFICE: Corporate Office

ADDRESS: 1044 N. 115<sup>th</sup> St, Suite 300

Omaha, NE 68154

## SUBCONSULTANT SERVICES GENERAL CONDITIONS

### SECTION A - PERFORMANCE OF SERVICES

#### 1.1 General

SUBCONSULTANT shall perform the SERVICES under the general direction of CONSULTANT and shall furnish all labor, materials, supplies, equipment, supervision, and other work necessary for and incident to the performance of the SERVICES. CONSULTANT shall not be responsible for discovering deficiencies in the technical accuracy of the SUBCONSULTANT SERVICES. SUBCONSULTANT shall correct deficiencies in technical accuracy without additional compensation.

#### 1.2 Standards of Performance

The standard of care for all professional and related services performed or furnished by SUBCONSULTANT under this AGREEMENT will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The SUBCONSULTANT shall correct any deficiencies in technical accuracy, or other services not meeting the standard of care, without additional compensation. The SUBCONSULTANT shall comply with all applicable laws and regulations.

#### 1.3 Independent Contractor

SUBCONSULTANT is an independent contractor, and is not an employee or partner, or a joint-venturer with CONSULTANT.

#### 1.4 Incorporation of Client Contract

SUBCONSULTANT agrees to be bound to CONSULTANT in the same manner and to the same extent as CONSULTANT is bound to CLIENT under CLIENT CONTRACT regarding the Services in addition to the terms outlined herein. SUBCONSULTANT shall comply with all applicable terms of the CLIENT CONTRACT.

#### 1.5 Authorization to Perform

SUBCONSULTANT represents it is appropriately licensed and registered to perform its Services in the locations contemplated by the CLIENT CONTRACT. The individual who has signed this AGREEMENT on behalf of the SUBCONSULTANT is authorized by its company to do so.

#### 1.6 Laws, Regulations and Standards

SUBCONSULTANT shall comply with applicable Laws and Regulations. SUBCONSULTANT shall comply with standards mandated by CONSULTANT or CLIENT as detailed in the Scope of Services or CLIENT CONTRACT.

#### 1.7 Subsurface Facilities

SUBCONSULTANT shall be fully responsible for locating and physically marking subsurface utilities and other subsurface structures or facilities which lie within the work area prior to starting any subsurface work.

### SECTION B – SCHEDULES AND DELAYS

#### 2.1 Time Schedule

Time is of the essence in this AGREEMENT. SUBCONSULTANT shall promptly perform all Services as provided for under this AGREEMENT in accordance with the requirements of CONSULTANT and the CLIENT, and within the time schedule and/or terms of completion specified in the Scope of Services.

#### 2.2 Delays Not Caused by SUBCONSULTANT

In the event SUBCONSULTANT's performance of this AGREEMENT is delayed or interfered with by acts of the CLIENT, CONSULTANT, or others, SUBCONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or rates, or to damages as a consequence of such delays unless specifically provided for in the CLIENT CONTRACT and agreeable to CONSULTANT and CLIENT. Any request by SUBCONSULTANT for extension of time shall be made to CONSULTANT in writing within five (5) working days of an event or condition impairing SUBCONSULTANT's ability to meet the schedule. The SUBCONSULTANT shall reserve the right to terminate this Agreement if the delay is substantial (years) and rate/fee increase is not granted.

#### 2.3 Delays Caused by SUBCONSULTANT

If the event SUBCONSULTANT's performance of this AGREEMENT is delayed by acts of the SUBCONSULTANT, the SUBCONSULTANT shall compensate, defend, indemnify and hold harmless CONSULTANT for all costs, damages, penalties, liquidated damages or other damages the CLIENT CONTRACT imposes which are attributable to SUBCONSULTANT or anyone for whom SUBCONSULTANT is responsible. In addition, SUBCONSULTANT shall, at the direction of CONSULTANT and at the SUBCONSULTANT's own cost and expense, work such overtime and take such other measures as may be necessary to make up for all time lost in the completion of the Services under this AGREEMENT.

### SECTION C – TERMS OF PAYMENT

#### 3.1 Invoicing

The SUBCONSULTANT may submit invoices to CONSULTANT for progress payments in accordance with SUBCONSULTANT's standard invoicing practices. Such invoices will represent the total value of the completed Scope of Services by SUBCONSULTANT and its Secondary Subconsultants, and will be prepared in a form as required by CONSULTANT or as dictated by the CLIENT CONTRACT. A progress report detailing services completed, schedule progress, any known cost or schedule issues with potential remedies and other pertinent information as may be reasonably required by CONSULTANT shall accompany each invoice. Invoices will be reviewed and approved by CONSULTANT once per month before submittal to the CLIENT.

#### 3.2 Progress Payments

Following receipt of reimbursement from the CLIENT, payment will be made by CONSULTANT to the SUBCONSULTANT within fifteen (15) working days for the approved invoice amount, less any retainage or deductions by the CLIENT. Progress payments to SUBCONSULTANT will not constitute acceptance of work under the Scope of Services.

#### 3.3 Disputed Invoices and Remedies

CONSULTANT may withhold payment to SUBCONSULTANT if an invoice, or portion thereof, either to amount or entitlement, is disputed by CLIENT or CONSULTANT. CONSULTANT may deduct from any amounts due to SUBCONSULTANT any sums owed by SUBCONSULTANT to CONSULTANT, or which may become owed by SUBCONSULTANT due to assertion in writing by other parties of any claim or lien against



CONSULTANT or CLIENT arising out of SUBCONSULTANT'S performance of this AGREEMENT.

## SECTION D - TERMINATION

### 4.1 Termination for Convenience

All or part of this AGREEMENT may be terminated by CONSULTANT for its convenience by giving five (5) working days' written notice to SUBCONSULTANT. In such event, SUBCONSULTANT will be entitled to compensation for Services competently performed up to the date of termination in accordance with SECTION C herein upon delivery of all instruments of Services to CONSULTANT. SUBCONSULTANT shall not be compensated for its unearned profit or overhead.

### 4.2 Termination for Default

Either party may, by giving five (5) working days' written notice, terminate the whole or any part of the AGREEMENT for default in the event that the other party fails to perform any of the provisions of this AGREEMENT and does not correct such default within a period of five (5) working days after receipt of notice from the party specifying such failure. In the event the AGREEMENT is terminated due to SUBCONSULTANT default, CONSULTANT may deduct the costs to remedy such default from any amounts due or to become due SUBCONSULTANT. If payments due SUBCONSULTANT are insufficient to cover such costs, SUBCONSULTANT shall pay to CONSULTANT the expense incurred as a result of SUBCONSULTANT'S default.

## SECTION E - INDEMNIFICATION

### 5.1 Indemnification

The SUBCONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CONSULTANT and CLIENT against damages, liabilities and costs arising from the negligent acts of the SUBCONSULTANT in the performance of professional services under this Agreement.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SUBCONSULTANT against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement.

### 5.2 Liens

SUBCONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CONSULTANT and CLIENT from all liens, claims, demands, or suits of whatever nature brought by SUBCONSULTANT'S employees, material and equipment providers, Secondary SUBCONSULTANT'S, or other creditors to enforce a right of any kind made upon or against the Services performed or the real property where the work is performed. As a condition precedent to final payment to SUBCONSULTANT, CONSULTANT may require, and SUBCONSULTANT shall provide, complete waivers and releases of any and all claims of any person, firm or corporation.

## SECTION F - INSURANCE

### 6.1 Insurance

During the performance of Services under this AGREEMENT, SUBCONSULTANT shall procure and maintain, at its sole cost and expense, the following insurance policies:

(a) Workers Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than \$1,000,000 for each occurrence for all of SUBCONSULTANT'S employees.

(b) Comprehensive automobile and vehicle liability insurance covering claims for bodily injuries with not less than \$1,000,000 combined single limits.

(c) Commercial general liability insurance of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate. Such insurance shall cover liability arising from premises, operations, Secondary Subconsultants, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.

(d) Professional liability insurance of not less than \$2,000,000 per occurrence and in the aggregate.

Nothing contained in this AGREEMENT or in such policies shall be in any way construed to limit the liability of SUBCONSULTANT in indemnity under this AGREEMENT.

### 6.2 Certificate of Insurance

SUBCONSULTANT shall, upon execution of this AGREEMENT, prior to starting the Scope of Services, and annually thereafter, during the term of this AGREEMENT, provide CONSULTANT with a certificate of insurance for such policies. CONSULTANT and CLIENT will be named as an additional insured with respect to SUBCONSULTANT'S liabilities hereunder in insurance coverages identified in Item 6.1(c), and SUBCONSULTANT waives subrogation against CLIENT and CONSULTANT as to said policies. Such insurance shall be the primary coverage to CONSULTANT and CLIENT.

## SECTION G - MISCELLANEOUS PROVISIONS

### 7.1 Secondary Subconsultants

Any proposed or existing subcontractors to SUBCONSULTANT who will perform a portion of the Scope of Services hereunder (Secondary Subconsultant) must, before work is begun, be submitted to and approved by CONSULTANT in writing. SUBCONSULTANT will bind all Secondary Subconsultants to this AGREEMENT. Neither this AGREEMENT nor any Secondary Subconsultant will create any contractual relationship between any Secondary Subconsultant and CONSULTANT, nor any liability of CONSULTANT to any Secondary Subconsultant.

### 7.2 Records Retention

SUBCONSULTANT shall maintain on file in legible form, for a period of ten years following completion of its services, or for a longer time if required by the Client Contract, all the documents, records (including cost records), and design calculations related to services performed under this Agreement. Upon CONSULTANT'S request, SUBCONSULTANT shall provide a copy of any such item to CONSULTANT at no additional cost.

### 7.3 Instruments of Services

Except when otherwise authorized in writing by CONSULTANT, all instruments of Services including, but not limited to, drawings, specifications, technical data, computer programs, and other information furnished to SUBCONSULTANT either by CONSULTANT or CLIENT or developed by SUBCONSULTANT or others in connection with the Services rendered are, and will remain, the property of CONSULTANT or CLIENT and may not be copied or otherwise reproduced or used in any way (except in connection with the Scope of Services) or disclosed to third

parties or used in any manner detrimental to the interest of CONSULTANT or CLIENT. SUBCONSULTANT shall retain an ownership interest of instruments of services produced by SUBCONSULTANT.

#### **7.4 Assignments**

This AGREEMENT and the rights and duties hereunder will not be assigned, subcontracted, or transferred by SUBCONSULTANT, in whole or in part, without CONSULTANT's prior written approval.

#### **7.5 Non-Solicitation**

SUBCONSULTANT shall not, directly or indirectly, induce or attempt to induce any client, customer, representative, supplier, licensee, or business relation of CONSULTANT to cease doing business with CONSULTANT, or interfere with the relationship between client customer, representative, supplier, licensee, or business relation of CONSULTANT. In addition, SUBCONSULTANT shall not, directly or indirectly, induce or attempt to induce, for a period of 24 months after termination of this AGREEMENT, any employee of CONSULTANT to terminate his or her employment relationship with CONSULTANT, or in any way interfere with the employment relationship between any employee and CONSULTANT.

#### **7.6 Confidentiality**

It is understood that CONSULTANT may supply to SUBCONSULTANT confidential or proprietary data during the performance of this AGREEMENT. SUBCONSULTANT agrees to protect such data from disclosure to outside parties, except where access to such data is for the purpose of performing the Services hereunder. This confidentiality requirement shall not apply to data that is known to the SUBCONSULTANT prior to execution of this AGREEMENT or is in the public domain.

#### **7.7 Dispute Resolution**

The SUBCONSULTANT shall be bound by the dispute resolution procedure set forth in the CLIENT CONTRACT for any controversy or claim between CONSULTANT and CLIENT arising out of or related to performance of Services under this AGREEMENT. For such dispute which involves the performance of SUBCONSULTANT's Services, in whole or in part, the SUBCONSULTANT shall have the right to participate in the assertion or defense of claims related to such services and shall be bound by the outcome. For other disputes or claims solely between CONSULTANT and SUBCONSULTANT, non-binding mediation shall be used first in an attempt to resolve any and all claims or disputes. If a resolution of such claims or disputes is not reached through this process, either party may pursue litigation in a court of competent jurisdiction.

#### **7.8 No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than the SUBCONSULTANT and CONSULTANT and has no third-party beneficiaries.

#### **7.9 Jurisdiction**

The law of the state governing the CLIENT CONTRACT shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

#### **7.10 Severability**

Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon SUBCONSULTANT and CONSULTANT, which agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **7.11 Waiver**

Non-enforcement of any provision by CONSULTANT or CLIENT shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

#### **7.12 Survival**

All express representations, waivers, and indemnifications included in this AGREEMENT will survive its completion or termination for any reason.



EA Engineering, Science,  
and Technology, Inc., PBC

221 Sun Valley Blvd, Suite D  
Lincoln, NE 68528  
Telephone: (402) 476-3766  
[www.eaest.com](http://www.eaest.com)

December 19, 2022

The Schemmer Associates Inc.  
Attn: Rob DuVall  
1044 North 115th Street | Suite 300  
Omaha, NE 68154

RE: Technical and Cost Proposal for Environmental Services  
EA Proposal # 0703134

Dear Mr. DuVall:

The purpose of this letter is to forward EA Engineering, Science, and Technology, Inc., PBC's (EA's) requested project proposal per a request on December 16<sup>th</sup>, 2022. EA's proposal response consists of two elements: Scope of Work and Price Schedule. In summary, EA proposes to perform the requested services as outlined in the attached documents **firm fixed price of \$5,400.00**.

Under EA's Consulting Services Contract format, this project will be identified as shown above as 0703134. If additional projects/services are desired, follow-on work can be added by simply forwarding a proposal that references the Consulting Services Contract above, which will serve as a Basic Ordering Agreement. Follow-on projects will contain the same basic identifying number as above followed by a dash and a numerically increasing number. This will facilitate expedited proposal preparation, project setup, and execution.

As the first project, Exhibit A: Scope of Work, Exhibit B: Price Schedule, and Exhibit C: Consulting Services Contract are provided. Please review the attached exhibits to ensure that they meet your approval. To confirm your acceptance of EA's project approach and technical assumptions, pricing, and contract terms, please sign and date the acknowledgement of proposal in the "client" space provided on Page 4 of EA's Consulting Services Contract and return this entire document to my attention. I will have the contract countersigned by the appropriate EA personnel and a copy immediately returned for your records. EA will begin work shortly after receiving the documents.

We thank you for the opportunity to be of service on this project. If we can be of any further assistance, please contact me at (402) 817-7662.

Sincerely,

A handwritten signature in black ink that reads "Miranda Hanson".

Miranda Hanson

Attachments

## Exhibit A: Scope of Work

This Scope of Work is incorporated into the Consulting Services Contract referenced above between EA Engineering, Science, and Technology, Inc., PBC and The Schemmer Associates Inc. EA will prepare a wetland delineation report for the project boundary depicted on Figure 1, located southwest of intersection of Highway 275 and N 40<sup>th</sup> Avenue Norfolk, Nebraska. EA will conduct the following tasks for this project.

### TASK 1 – WETLAND DELINEATION

EA will perform a site visit and conduct a wetland delineation during the normal growing season, which typically occurs between May 1 and October 31; however, since the project is located in agricultural fields, the delineation may be completed outside the growing season when the ground temperature is over 40 degrees Fahrenheit. Using the data collected, EA will submit a draft field investigation report for review within two weeks of the site visit. Any comments on the draft field investigation report will be incorporated into a final report.

The wetland delineation will be conducted in accordance with the “Routine Determination” procedures outlined in the 1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987), the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (U.S. Army Engineer Research and Development Center 2010). The procedure involves a three-parameter approach that includes the identification of hydrophytic vegetation, hydric soil, and wetland hydrology. All three criteria are generally required for an area to be considered a jurisdictional wetland by the U.S. Army Corps of Engineers’ (USACE). Delineations of this nature define wetlands and waterways that may be Waters of the United States; which are subject to the USACE regulatory jurisdiction under the Clean Water Act Section 404.

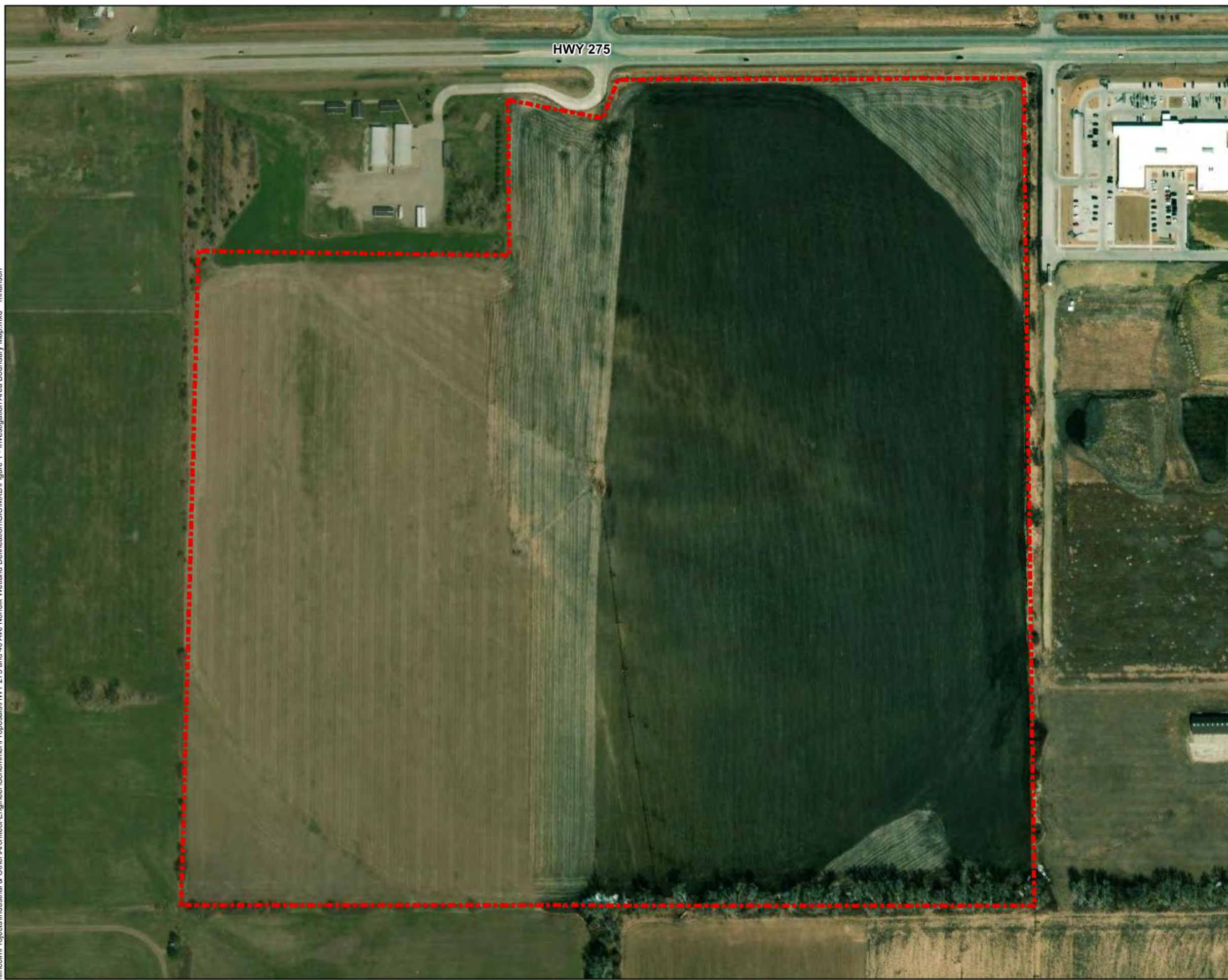
Sample plots will be located in apparent wetland areas and in adjacent upland areas to characterize the changes in vegetation, soils, and hydrology along the wetland/upland gradient. Routine wetland determination field data forms will be used to summarize observations on vegetation, soils, and hydrology for both the wetland and upland sample plots. The sample plot locations, wetland boundaries, and waterway centerlines and boundaries will be surveyed using a submeter global positioning system (GPS). Following the field activities, the GPS data will be mapped using Geographic Information System (GIS). GIS will be used to calculate the total area of wetlands and the total area and length of waterways on site. Representative site photographs will be taken to document field conditions at the time of the delineation.

### Assumptions

In executing this scope of work, EA has priced this project on the following assumptions for the wetland delineation:

- The cost proposal includes a wetland delineation that covers the areas as outlined in Figure 1. This boundary encompasses all potential project locations as indicated in the request for proposal on December 16, 2022.
- The wetland delineation is being completed under the best professional judgment of trained wetland delineators. A modification will be required should the USACE request additional information/site visits beyond the site visit for the wetland delineation.
- Boundaries of any wetlands will be identified by EA and surveyed using a sub-meter GPS unit. EA will provide an ArcMap shapefile containing the wetland boundaries if requested.
- Submittal and assistance with a 404 permit to the USACE has not been included. In the event that 404 permit assistance becomes necessary, EA can provide a separate cost proposal to provide assistance with 404 permitting activities including correspondence with USACE project managers.
- EA assumes that wetland mitigation will not be necessary, and a wetland mitigation plan has not been included. Should wetland mitigation become necessary, EA can provide a separate cost proposal to provide a wetland mitigation plan.

\\lincoln\Projects\Industrial & Other\Architect-Engineer\Schemer\Proposals\HWY 275 and 40 Ave Norfolk Wetland Delineation\GIS\MXD\Figure 1 - Investigation Area Boundary Map.mxd mhanson



**Legend**  
 Investigation Area

Map Date: 12/19/2022  
Projection: NAD 1983 State Plane Nebraska FIPS 2600 US Feet

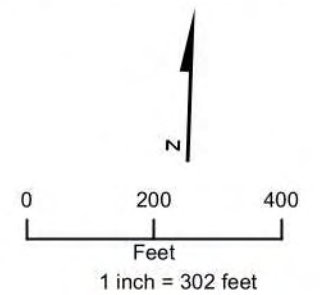


Figure 1  
Investigation Area Boundary Map  
Wetland Delineation  
Norfolk HWY 275 & 40th Ave  
Madison County, Nebraska

## Exhibit B: Price Schedule

The following project price and/or rates apply to the services provided by EA Engineering, Science, and Technology, Inc., PBC for the project and contract referenced above.

EA proposes to perform the requested services as outlined for a firm fixed price of **\$5,400.00**. The labor and other direct costs necessary to complete work are included in the fixed price.

## **Exhibit C: EA's Consulting Services Contract**

EA, as used herein, means **EA Engineering, Science, and Technology, Inc., PBC.**

**Client** as used herein means the other party to this Agreement.

**WHEREAS**, EA provides an extensive range of integrated and comprehensive consulting, engineering, scientific, and analytical services; and

**WHEREAS**, Client desires to utilize EA's services.

**NOW, THEREFORE**, for good and valuable consideration, EA agrees to provide the professional services described herein, and Client agrees to accept and pay for such services, all in accordance with the following terms and conditions:

1. **Definitions**—The following terms shall have the meanings set forth below whenever they are used in this Agreement:
  - a. "Scope of Work" (SOW) shall mean the description of the services to be provided by EA as mutually agreed upon by EA and Client and will be performed on either a firm fixed price (FFP) or time and materials (T&M) basis. The SOW and the Price will be set out in the attached Exhibit "A"(s) (or EA's Proposal) as described below, incorporated by reference into this Agreement.
  - b. "Documentation" shall mean deliverable documentation as described in the SOW.
  - c. "Equipment" shall mean all indoor and outdoor equipment used by EA at Client sites for the purpose of providing services as described in the SOW.
  - d. "Proprietary Information" shall mean all data, information, manuals, materials, trade secrets, patents, products, processes, plans, whether in written, graphic or oral form, and similar proprietary know-how of EA.
2. **Ordering**—EA services sought by the Client shall be ordered as follows:
  - a. In response to either a written or verbal request from Client, EA will prepare a written proposal that shall minimally contain a SOW, cost and form of compensation (FFP or T&M).
  - b. Each EA Proposal shall be dated and sequentially numbered as Exhibit A1, A2, A3, etc. and reference this EA Consulting Services Agreement number.
  - c. If acceptable, the Client will sign and date the EA proposal acknowledging acceptance of the costs of the services to be rendered by EA.
3. **Compensation/Billing**—EA's invoices will be issued at least monthly and are payable upon receipt. Invoices shall reference the appropriate EA Proposal Letter or Exhibit A numbers. Balances thirty (30) days past due are subject to interest at 1.5% per month. EA may suspend services under any Client Agreement until all past due accounts have been paid.

The SOW is often not fully definable prior to the execution of this Agreement as investigation may uncover additional facts and information requiring an alteration in the SOW and/or the Price for the services. For services on a time and materials basis, the proposed fees are EA's best estimate of the charges required to complete the SOW. EA will inform Client of any material changes to either the SOW or the Price that may be required and which may alter the terms of this Agreement.

Costs and schedule commitments are subject to renegotiation for unreasonable delays caused by Client's failure to provide free access to sampling areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in this Agreement.



In the event EA is required to respond to a subpoena, government inquiry, or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse EA for its costs and compensate EA at its then standard rates for the time spent gathering information and documents. Client agrees to compensate EA at the rate of one and one-half times EA's then current hourly rates for time spent in any deposition, hearing, proceeding, or trial.

For services provided on a time and materials basis, the minimum time segment is four (4) hours for field work and one (1) hour for office work. The rental or use of EA's Equipment will be charged to the project in accordance with EA's "Corporate Equipment Rate Billing Schedule," which is either incorporated into the rates shown in Exhibit B or is available upon Client's request. Equipment rates are subject to annual adjustment each September. EA's labor rates for services provided on a time and materials basis are fixed for one year with annual adjustment upon notice to Client.

Expenses related to the services and reimbursable by Client ("Other Direct Costs") include without limitation, travel and living expenses, phone, FAX, overnight delivery services, postage, shipping, and production costs; identifiable drafting and word processing supplies; equipment usage and rental fees; and expendable materials and supplies. Other Direct Costs are reimbursable by Client and are billed at EA's cost plus applicable mark-up.

Subconsultant and/or subcontractor costs are reimbursable by Client and are billed at EA's cost plus applicable mark-up. Where applicable, any local or state taxes or fees (except state income taxes) are in addition to any quoted price/cost.

4. **Termination**—This Agreement may be terminated by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination is effected upon providing: (1) not less than thirty (30) calendar days written notice, and (2) an opportunity for consultation with the terminating party prior to termination. Client will be responsible for all services and direct expenses associated with the project through the effective date of cancellation, plus reasonable fee(s) and/or expenses for reallocation and demobilization of personnel and equipment.
5. **Confidential Information/Inventions**—All Proprietary Information furnished by EA in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between Client and EA, shall be held confidential by Client, and returned to EA within thirty (30) days of the completion of the services or conclusion of the litigation wherein EA's services were provided.

All inventions, techniques, and improvements held by EA to be proprietary or trade secrets of EA prior to any use on behalf of Client, as well as all inventions, techniques, and improvements developed by EA independent of the services rendered to Client under this Agreement, remain the property of EA. Documents provided by Client will remain the Client's property, but EA may retain one confidential file copy.

6. **Standard of Care**—EA will prepare all work and provide services in accordance with generally accepted professional practices ordinarily exercised by reputable companies performing the same or similar services in the same geographic area. NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Client shall furnish documents and information reasonably within Client's control and deemed necessary by EA for proper performance of its services. EA may rely upon Client-provided documents and information in performing the services required under this Agreement and EA assumes no responsibility or liability for their accuracy.

Client agrees to advise EA, no later than upon the execution of this Agreement, of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site where EA's services are to be performed, that presents a potential danger to human health, the environment, or EA's equipment. Client agrees to a continuing obligation to provide EA related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, EA does not assume control of, or responsibility as an operator, waste generator or otherwise for the site or the person(s) in charge of

the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state, or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

Upon Client's request, EA's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by EA in its files shall be the official base document. The Client will retain one conformed written copy. EA makes no warranty or representation to Client that the magnetic copy is accurate or complete. Any modifications of such magnetic copy by Client shall be at Client's sole risk and without liability to EA. Such magnetic copy is subject to all conditions of this Agreement.

7. **Indemnification**— Each party shall indemnify, defend and hold harmless the other party from and against all liability, loss, cost, expense, or damage caused by the indemnifying party's negligent acts or negligent omissions in the performance of this Agreement. However, in the event of any loss, damage or liability, whether to person or to property, arising out of the sole negligence of either EA or Client, such party will assume full responsibility for any liability arising thereof and hold harmless the other party. EA and Client further agree that if either EA or Client engages in willful misconduct, such party shall assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party. In no event shall EA be liable for any special, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages may be incurred. In no event will EA's liability under this provision or Agreement exceed the lesser of the fees actually paid to EA under this Agreement or \$50,000.

For claims related to or involving pollution, toxic substances, or hazardous wastes or for any other claims arising from underground hidden or undisclosed hazards, Client agrees to release, defend, indemnify and hold harmless EA and its officers, directors, employees, agents, consultants, and subcontractors from all claims, damages, losses, and expenses, including, but not limited to, reasonable fees and expenses of attorneys and consultants, and court costs, arising out of the performance of this Agreement. Such indemnification and release include claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant or pollutant regardless of the legal theory under which such damages may be incurred.

EA's field personnel will avoid hazards or utilities that are visible to them at the site. EA is not responsible for any damage or loss to property owned by Client or third parties due undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a direct result of EA's gross negligence.

8. **Severability**— If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
9. **Third Party Rights**—EA's services under this Agreement are being performed solely for the benefit of Client, and no other entity shall have any claim against EA because of this Agreement or the performance or nonperformance of services provided by EA hereunder.
10. **Entire Agreement**—This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally. Any modification to these terms and conditions without the written approval of EA shall be null and void. In no event will the terms of any purchase order, work order or any other document provided by Client modify or amend this Agreement, even if it is signed by EA, unless EA signs a written statement expressly indicating that such terms supersede the terms of this Agreement. Any such terms are expressly rejected by EA.
11. **Assignment**—EA reserves the right to assign this Agreement to its affiliates, subsidiaries, or successors as necessary in order to effectively carry out and complete the services specified by this Agreement.
12. **Governing Law**—This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Maryland, U.S.A. All disputes arising hereunder are to be resolved in the

state and federal courts having jurisdiction of such disputes sitting in the State of Maryland or hearing appeals therefrom. Both parties consent to the jurisdiction of such courts over them for the purposes of this Agreement, and agree to accept service of process by registered mail.

**ATTACHMENTS**

Exhibit A – Scope of Work  
(May be added by reference to EA Proposal Letter[s])

Exhibit B – EA Price Schedule, and/or EA Labor Rates and, EA Equipment Cost Rate Schedule  
(May be added by reference to EA Proposal Letter[s])

**EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC., PBC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of August, 2023 by and between the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, party of the first part, termed in the contract documents as the "City" and A & R Construction Co., party of the second part, termed in the Contract Documents as "Contractor".

WITNESSETH: In consideration of the sum to be paid by the City to the Contractor at the time and manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish all labor, tools, equipment and materials and to pay for all such items, and to construct in every detail to-wit:

### East Benjamin Avenue Trail Continuation

at the prices bid on the Proposal, all to the satisfaction of the City Engineer and subject to the approval of the City.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT:

1. That construction and installation of the above enumerated work for the City shall be completed and ready for use by December 15<sup>th</sup>, 2023.
2. That said work and material for the project covered by the Contract Documents shall be completely installed and delivered to the owner, clear and free from any and all liens, claims and demands of any kind.
3. That the full compensation to be paid the Contractor by the City, pursuant to the terms of this contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Part 1. Notice to Contractors

Quote – \$29,999.26  
Certificates of Insurance  
Performance Bond

Part 2. General Provisions, Construction Specifications  
and Special Provisions.

Part 3. Plans

IN WITNESS WHEREOF, contracting parties by our agents hereto affix our signatures and seals the day and year first above written.

ATTEST:

City of Norfolk, Nebraska  
A Municipal Corporation

\_\_\_\_\_  
Brianna Duerst, City Clerk

By \_\_\_\_\_  
Josh Moenning, Mayor

(SEAL)

A & R Construction Co.

CORPORATE  
(SEAL)

By *Sheryl Prince*  
Sheryl Prince  
Printed Name  
Secretary  
Title

Approved as to form:

\_\_\_\_\_  
Danielle L. Myers-Noelle, City Attorney

CITY OF NORFOLK  
 East Benjamin Trail at Hwy 35

6/13/2023

Contractor :

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1.	Build 6" concrete Trail	304.00	SY	69.54	21,140.16
2.	Furnish and Install Detectable Warning Panel	40.00	SF	44.38	1,775.20
3.	Earth Shoulder Construction	5.20	Sta	389.00	2,022.80
4.	Subgrade Preparation	304.00	SY	3.67	1,115.68
5.	Erosion Control	30.00	LF	6.00	180.00
6.	Traffic Control	1.00	LS	1,200.00	1,200.00
7.	Mobilization	1.00	LS	1,111.00	1,111.00
8.	Erosion Control, Class 1D	242.00	SY	6.01	1,454.42

Total Bid for East Benjamin Trail

29,999.26

*	Build 10' wide, 6" thick trail on the west side of Hwy 35, tying into the Highway shoulder
*	Build 10' wide, 6" thick trail on the east side of Hwy 35, tying into the Highway shoulder
*	Subgrade prep (excavate, recompact subgrade, test for compaction) east side of Highway
*	Subgrade prep completed last fall on west side of Highway, may need to recompact to pass compaction tests.

*	Earth Shoulder Construction on all of east side
*	Earth shoulder construction - some backfill on west side
*	Traffic control along Highway 35 (shoulder work ahead, shoulder closure, and shoulder closure on Benjamin) to follow MUTCD and NDOT guidelines
*	Erosion Control, Class 1 D - seed mat (optional for this project), could also hydro seed or other means to see the shoulders and the ditch on the east side of the highway
*	City will provide survey data for grades and alignment

Bond Number 146050

**Performance Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

A & R Construction Co.  
P.O. Box 121  
Plainview, NE 68769

**SURETY:**

*(Name, legal status and principal place of business)*

Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

**OWNER:**

*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date: **August 07, 2023**

Amount: **\$29,999.26**

Description: **East Benjamin Avenue Trail Continuation**  
*(Name and location)*

**BOND**

Date: **August 7, 2023**

*(Not earlier than Construction Contract Date)*

Amount: **\$29,999.26**

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
A & R Construction Co.

**SURETY**

Company: *(Corporate Seal)*  
Universal Surety Company

Signature: *[Handwritten Signature]*  
Name and Title: Secretary  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: *[Handwritten Signature]*  
Name and Title: **James M. King, Attorney-in-Fact**

*(FOR INFORMATION ONLY— Name, address and telephone)*

**AGENT or BROKER:**

Gene Lilly Surety Bonds, Inc.  
735 So. 56th  
Lincoln, NE 68510  
(402) 475-7700

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.



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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



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### Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

A & R Construction Co.  
P.O. Box 121  
Plainview, NE 68769

**SURETY:**

*(Name, legal status and principal place of business)*

Universal Surety Company  
P.O. Box 80468  
Lincoln, NE 68501

**OWNER:**

*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date: August 07, 2023

Amount: \$29,999.26

Description: East Benjamin Avenue Trail Continuation  
*(Name and location)*

**BOND**

Date: August 7, 2023

*(Not earlier than Construction Contract Date)*

Amount: \$29,999.26

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: A & R Construction Co. *(Corporate Seal)*

Signature: *[Handwritten Signature]*  
Name and Title, Secretary

*(Any additional signatures appear on the lastpage of this Payment Bond.)  
(FOR INFORMATION ONLY— Name, address and telephone)*

**SURETY**

Company: Universal Surety Company *(Corporate Seal)*

Signature: *[Handwritten Signature]*  
Name and Title James M. King, Attorney-in-Fact

**AGENT or BROKER:**

Gene Lilly Surety Bonds, Inc.  
735 So. 56th  
Lincoln, NE 68510  
(402) 475-7700

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5. 1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



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§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:



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# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss  
or Thomas L. King, Lincoln, Nebraska or Seth Weedon, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

*Carol J. Clark*

UNIVERSAL SURETY COMPANY

*Curtis L. Hartter*

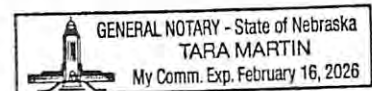


Secretary/Treasurer }  
State of Nebraska }  
County of } ss.  
Lancaster

By President

On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 2026.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 7th day of August, 20 23.

*Philip C. Abel*

Director







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2023

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

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

<b>PRODUCER</b> UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	<b>CONTACT NAME:</b> Marci Elam <b>PHONE (A/C, No, Ext):</b> (402) 434-7200 <b>E-MAIL ADDRESS:</b> melam@unicogroup.com <b>FAX (A/C, No):</b> (402) 434-7272
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Phoenix Insurance Co <b>INSURER B:</b> Travelers Indemnity Company <b>INSURER C:</b> Travelers Property Casualty of America <b>INSURER D:</b> Midwest Builder's Casualty <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> A & R Construction Co. P.O. Box 121 701 N. 9th Street Plainview NE 68769	


**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 All Lines                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD/Per Occ Ded <input checked="" type="checkbox"/> Ltd Pollution-Jobsites-included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4T-CO-4K478813-PHX-23	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3L172207-23-2S-G	01/09/2023	01/09/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CUP-4K540489-23-2S	01/09/2023	01/09/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0001715-2023A	01/09/2023	01/09/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: East Benjamin Avenue Trail Continuation. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss.

<b>CERTIFICATE HOLDER</b> City of Norfolk 309 N. 5th Street Norfolk NE 68701	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Johnson's Park Improvement Project Bid Package 4**  
**(Park and Trail Lighting and Electrical)**  
**Bid Tabulation**  
**July 27, 2023 @ 2:00 pm**

					IES Commercial, Inc. 120 S. Lincoln Street Holdrege, NE 68949	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
Group A - Electrical						
1	Mobilization	1	LS	\$22,459.21	\$22,459.21	
2	Trench and Backfill	5,448	LF	\$2.14	\$11,658.72	*
3	Holiday Recep Pedestals	10	EA	\$1,157.24	\$11,572.40	*
4	Holiday Recep Conductor - #10	2,616	LF	\$1.41	\$3,688.56	*
5	Holiday Recep Ground - #10	1,308	LF	\$1.41	\$1,844.28	*
6	Holiday Recep Conduit - 3/4" PVC	1,308	LF	\$6.39	\$8,358.12	*
7	Trail Lighting Breaker Replacement	1	EA	\$481.79	\$481.79	
8	Pull Box - Type A	4	EA	\$961.67	\$3,846.68	*
9	Pull Box - Type B	4	EA	\$1,023.83	\$4,095.32	*
10	Pull Box - Type C	1	EA	\$1,185.21	\$1,185.21	
11	Trail Lighting Unit - Standard	35	EA	\$4,461.79	\$156,162.65	*
12	Trail Lighting Unit - with General Power Recep	7	EA	\$4,428.86	\$31,002.02	*
13	Flag Lighting Unit	1	EA	\$2,173.92	\$2,173.92	
14	Color Flood Lighting Unit	4	EA	\$6,836.16	\$27,344.64	*
15	Trail Lighting Conductor - #8	13,407	LF	\$1.66	\$22,255.62	*
16	Trail Lighting Ground - #10	4,469	LF	\$1.42	\$6,345.98	*
17	Trail Lighting Conduit - 3/4" PVC	4,469	LF	\$6.24	\$27,886.56	*
18	Pole General Power Recep Conductor - #10	3,176	LF	\$1.46	\$4,636.96	*
19	Pole General Power Recep Ground - #10	1,588	LF	\$1.49	\$2,366.12	*
20	Pole General Power Recep Conduit - 3/4" PVC	748	LF	\$4.33	\$3,238.84	*
21	Bridge Lighting Fixtures	28	EA	\$1,203.31	\$33,692.68	*
22	Bridge Lighting Power Sources	4	EA	\$233.92	\$935.68	
23	Bridge Lighting Jumpers	28	EA	\$21.15	\$592.20	
24	Bridge Lighting Wiring / Conduit	1	LS	\$3,619.94	\$3,619.94	
25	Food Truck Power, Complete	1	LS	\$61,621.08	\$61,621.08	
26	Basketball Court Lighting, Complete	1	LS	\$34,390.05	\$34,390.05	
27	Future Sculpture Conduit	1	LS	\$1,835.80	\$1,835.80	
28	Future Park Sign Conduit	1	LS	\$3,957.12	\$3,957.12	
29	Electrical Support Structure (for Amphitheater and fiber optic equipment)	2	EA	\$1,856.87	\$3,713.74	*
30	Picnic Shelter Electrical, Type A Complete	1	EA	\$10,129.47	\$10,129.47	
31	Picnic Shelter Electrical, Type B Complete	2	EA	\$7,458.51	\$14,917.02	
32	Water Feature Electrical, Complete	1	LS	\$34,620.22	\$34,620.22	
33	Electrical Conduit - 3/4" PVC - Ice Rink	0	LF	\$0.00	\$0.00	
34	Ice Rink Electrical, Complete	1	LS	\$24,017.71	\$24,017.71	
35	Amphitheater Electrical, Complete	1	LS	\$62,258.92	\$62,258.92	
36	Ice Rink UG Electrical Service Feeder	1	LS	\$7,676.59	\$7,676.59	
37	Communications Conduit - 1 1/4" Conduit	675	LF	\$9.08	\$6,129.00	*

Total Bid for Johnson's Park Improvement Project Bid Package 4

\$656,710.82



\* unit prices prevail.

Date of Issuance: \_\_\_\_\_ Effective Date: **13-Jul-23**  
 Owner: **City of Norfolk, NE** Owner's Contract No.: **130003**  
 Contractor: **BX Civil and Construction** Contractor's Project No.: \_\_\_\_\_  
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **210953.03**  
**Benjamin Avneue, 13th Street to 1st Street**  
 Project: **Street** Contract Name: **Benjamin Avneue, 13th Street to 1st Street**

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

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>13,175,170.00</u>	Original Contract Times: _____ Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. <u>1</u> : \$ <u>(12,557.51)</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___ : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>13,162,612.49</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(16,938.00)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>13,145,674.49</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 17, 2023</u> Ready for Final Payment: <u>December 22, 2023</u> days or dates

RECOMMENDED: By: <u></u> _____ Engineer (if required) Title: <u>Construction Engineer</u> Date: <u>July 14, 2023</u>	ACCEPTED: By: _____ _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u></u> _____ Contractor (Authorized Signature) Title: <u>Project Manager</u> Date: <u>7/17/2023</u>
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Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Change Order Estimate

Project Name: <b>Benjamin Avenue, 13th Street to 1st Street</b>		Project Number:							
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>2</b>							
Contractor: <b>BX Civil and Construction</b>		Effective Date: <b>7/13/2023</b>							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
156	1st Street Signal Arm Change Out	\$21,800.00	LS	0	\$0.00	1	\$21,800.00	1	\$21,800.00
157	Box Culvert Wall Repair	\$350.00	CF	0	\$0.00	36.6	\$12,810.00	36.6	\$12,810.00
158	Box Cuvlert Crack Repair	\$12.00	LF	0	\$0.00	164	\$1,968.00	164	\$1,968.00
159	Mechanical Splices needed for Box Culvert	\$10,430.00	LS	0	\$0.00	1	\$10,430.00	1	\$10,430.00
34	Build Concrete Median Surfacing	\$70.00	SY	280	\$19,600.00	-280	(\$19,600.00)	0	\$0.00
151	9" Doweled Concrete Pavement, Class 47B-HE 3500	\$81.00	SY	2100	\$170,100.00	-500	(\$40,500.00)	1600	\$129,600.00
152	7" Concrete Class 47B-HE-3500 Driveway	\$75.00	SY	430	\$32,250.00	-430	(\$32,250.00)	0	\$0.00
Alternate 26	2" Schedule 40 PVC Conduit (Lighting Circuit)	\$7.00	LF	1192	\$8,344.00	-1192	(\$8,344.00)	0	\$0.00
Alternate 27	2" Schedule 40 PVC Conduit (Receptacle Circuit)	\$7.00	LF	868	\$6,076.00	-868	(\$6,076.00)	0	\$0.00
160	Street Lighting Cable, No 6 CU	\$6.00	LF	0	\$0.00	7754	\$46,524.00	7754	\$46,524.00
77	Arrow, Preformed Pavement Marking, Thermoplastic Grooved	\$687.00	EA	37	\$25,419.00	-37	(\$25,419.00)	0	\$0.00
161	Arrow, polyurea Pavement Marking, Grooved	\$587.00	EA	0	\$0.00	37	\$21,719.00	37	\$21,719.00
							(\$16,938.00)		

## Change Order Description

Project Name: <b>Benjamin Avenue, 13th Street to 1st Street</b>		Project Number:	
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>2</b>	
Contractor: <b>BX Civil and Construction</b>		Effective Date: <b>7/13/2023</b>	
Item			
Bid Item No.	Description	Reason for Change	
156	1st Street Signal Arm Change Out	Requested by Owner to provide left turn arrow	
157	Box Culvert Wall Repair	Requested by Owner per recommendation of Structural Engineer	
158	Box Cuvlert Crack Repair	Requested by Owner per recommendation of Structural Engineer	
159	Mechanical Splices needed for Box Culvert	Required to provide the proper rebar overlap in box culvert lid	
34	Build Concrete Median Surfacing	Eliminated with Alternate, replaced by Bid item 4 in Alternate (5" concrete integrally colored S1)	
151	9" Doweled Concrete Pavement, Class 47B-HE 3500	High Early concrete per base bid, will not use full quantity on this project.	
152	7" Concrete Class 47B-HE-3500 Driveway	Will not use High Early concrete per base bid, will not use on this project	
Alternate 26	2" Schedule 40 PVC Conduit (Lighting Circuit)	Used 1-1/2" on project instead on 2" shown in alternate.	
Alternate 27	2" Schedule 40 PVC Conduit (Receptacle Circuit)	Used 1-1/2" on project instead on 2" shown in alternate.	
160	Street Lighting Cable, No 6 CU	Requested by Owner Per electrical engineer to provide power for receptacles on light poles	
77	Arrow, Preformed Pavement Marking, Thermoplastic Grooved	Contractor request to apply turn arrows with polyurea instead of thermoplastic as called out in plans	
161	Arrow, polyurea Pavement Marking, Grooved	Contractor request to apply turn arrows with polyurea instead of thermoplastic as called out in plans	

Date of Issuance: \_\_\_\_\_ Effective Date: August 7, 2023  
 Owner: City of Norfolk, NE Owner's Contract No.: \_\_\_\_\_  
 Contractor: A & R Construction Contractor's Project No.: \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
 Project: West Michigan Avenue & 8th Street Reconstruction Contract Name: West Michigan Avenue & 8th Street Reconstruction

The Contract is modified as follows upon execution of this Change Order:  
 Description: Add item Nos. 25 and & 26 under Schedule A - Paving.

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,928,366.53</u>	Original Contract Times: _____ Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,928,366.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>54,838.08</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,983,204.61</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2023</u> Ready for Final Payment: <u>October 1, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Secretary</u>
Date: <u>7/25/2023</u>	Date: _____	Date: <u>7-25-23</u>

Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Change Order Estimate

Project Name: <b>West Michigan Avenue &amp; 8th Street Reconstruction</b>		Project Number:							
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>1</b>							
Contractor: <b>A &amp; R Construction</b>		Effective Date: <b>August 7, 2023</b>							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
<b>Schedule A - Paving Items</b>									
1	Mobilization	\$44,000.00	LS	1	\$44,000.00		\$0.00	1	\$44,000.00
2	Unclassified Excavation	\$14.00	CU YD	1,641	\$22,974.00		\$0.00	1641	\$22,974.00
3	Removal & Disposal of Unsuitable Material	\$17.00	CU YD	1,300	\$22,100.00		\$0.00	1300	\$22,100.00
4	Excavation (Borrow)	\$13.00	CU YD	1,690	\$21,970.00		\$0.00	1690	\$21,970.00
5	Granular Backfill (Crushed Concrete)	\$11.00	CU YD	1,690	\$18,590.00		\$0.00	1690	\$18,590.00
6	Remove & Transport, Concrete Pavement	\$11.21	SQ YD	10,841	\$121,527.61		\$0.00	10841	\$121,527.61
7	Remove & Transport, Concrete Sidewalk	\$9.36	SQ YD	7,005	\$65,566.80		\$0.00	7005	\$65,566.80
8	Remove and Transport, Asphalt Pavement	\$9.36	SQ YD	1,195	\$11,185.20		\$0.00	1195	\$11,185.20
9	Remove & Transport, Concrete Trench Drain	\$9.36	SQ FT	161	\$1,506.96		\$0.00	161	\$1,506.96
10	7" Non-Doweled Concrete Pavement w/ 6" Curb	\$61.24	SQ YD	5,400	\$330,696.00		\$0.00	5400	\$330,696.00
11	9" Doweled Concrete Pavement w/ 6" Curb	\$77.11	SQ YD	4,332	\$334,040.52		\$0.00	4332	\$334,040.52
12	9" Concrete Driveway (Commercial/Industrial)	\$68.11	SQ YD	1,513	\$103,050.43		\$0.00	1513	\$103,050.43
13	6" Concrete Driveway (Residential)	\$69.44	SQ YD	441	\$30,623.04		\$0.00	441	\$30,623.04
14	4" Concrete Sidewalk	\$64.36	SQ YD	2,620	\$168,623.20		\$0.00	2620	\$168,623.20
15	4" Colored Concrete Sidewalk	\$174.21	SQ YD	13	\$2,264.73		\$0.00	13	\$2,264.73
16	6' Concrete Trench Drains	\$621.14	LF	59	\$36,647.26		\$0.00	59	\$36,647.26
17	Type B Detectable Warning Panel	\$44.00	SQ FT	180	\$7,920.00		\$0.00	180	\$7,920.00
18	4" Foundation Course (Transport <sub>2</sub> & Install)	\$7.00	SQ YD	3,196	\$22,372.00		\$0.00	3196	\$22,372.00
19	7" Foundation Course (Transport <sub>2</sub> & Install)	\$7.00	SQ YD	5,627	\$39,389.00		\$0.00	5627	\$39,389.00
20	9" Foundation Course (Transport <sub>2</sub> & Install)	\$7.00	SQ YD	5,616	\$39,312.00		\$0.00	5616	\$39,312.00
21	Foundation Course (Transport <sub>2</sub> & Install)	\$22.00	Ton	150	\$3,300.00		\$0.00	150	\$3,300.00
22	12" Subgrade Placement & Preparation	\$3.36	SQ YD	11,242	\$37,773.12		\$0.00	11242	\$37,773.12
23	Temporary Milled Asphalt Surfacing	\$15.00	SQ YD	28	\$420.00		\$0.00	28	\$420.00
24	CIP Retaining Wall	\$87.32	LF	187	\$16,328.84		\$0.00	187	\$16,328.84
25-CO1	8" Pavement with Integrated 6" Curb	\$77.11	SQ YD	0	\$0.00	128	\$9,870.08	128	\$9,870.08
26-CO1	Fabric	\$4.00	SQ YD	0	\$0.00	11,242	\$44,968.00	11242	\$44,968.00
<b>Subtotal Schedule A - Paving</b>					<b>\$1,502,180.71</b>		<b>\$54,838.08</b>		<b>\$1,557,018.79</b>
<b>Schedule B - Water Main</b>									
1	8" DIP Water main	\$79.66	LF	1,700	\$135,422.00		\$0.00	1700	\$135,422.00
2	6" DIP Water main (FH Lead)	\$64.11	LF	61	\$3,910.71		\$0.00	61	\$3,910.71
3	1" Water Service	\$1,516.14	EACH	10	\$15,161.40		\$0.00	10	\$15,161.40
4	2" Water Service	\$2,746.12	EACH	1	\$2,746.12		\$0.00	1	\$2,746.12
5	6" Gate Valve w/ Box	\$1,655.21	EACH	1	\$1,655.21		\$0.00	1	\$1,655.21
6	8" DIP 45 Bends	\$505.00	EACH	8	\$4,040.00		\$0.00	8	\$4,040.00
7	8" Gate Valve w/ Box	\$2,588.00	EACH	14	\$36,232.00		\$0.00	14	\$36,232.00
8	8"x8" MJ Cross	\$880.00	EACH	1	\$880.00		\$0.00	1	\$880.00
9	8"x6"x8" Tee	\$609.00	EACH	5	\$3,045.00		\$0.00	5	\$3,045.00
10	8"x8"x8" Tee	\$618.00	EACH	3	\$1,854.00		\$0.00	3	\$1,854.00
11	8"x4" Reducer	\$403.00	EACH	3	\$1,209.00		\$0.00	3	\$1,209.00
12	8"x6" Reducer	\$423.00	EACH	4	\$1,692.00		\$0.00	4	\$1,692.00
13	Encasement Pipe	\$364.11	LF	148	\$53,888.28		\$0.00	148	\$53,888.28
14	Fire Hydrant & 6" Gate Valve	\$7,156.00	EACH	4	\$28,624.00		\$0.00	4	\$28,624.00
15	Water main Valve Adjustment	\$530.00	EACH	4	\$2,120.00		\$0.00	4	\$2,120.00
16	Fire Hydrant Relocation	\$1,579.00	EACH	2	\$3,158.00		\$0.00	2	\$3,158.00
17	Connect to Existing Water Main	\$1,241.00	EACH	2	\$2,482.00		\$0.00	2	\$2,482.00
18	Remove & Stockpile Fire Hydrant	\$360.00	EACH	3	\$1,080.00		\$0.00	3	\$1,080.00

Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
19	Remove & Dispose Water Valve	\$360.00	EACH	8	\$2,880.00		\$0.00	8	\$2,880.00
20	Remove & Dispose Water main	\$10.00	LF	1,644	\$16,440.00		\$0.00	1644	\$16,440.00
21	Remove & Dispose Water Valve Manhole	\$1,251.00	EACH	2	\$2,502.00		\$0.00	2	\$2,502.00
<b>Subtotal Schedule B - Water Main</b>					<b>\$321,021.72</b>		<b>\$0.00</b>		<b>\$321,021.72</b>
<b>Schedule C - Sanitary Sewer</b>									
1	48" Sanitary Sewer Manhole	\$6,521.00	EACH	5	\$32,605.00		\$0.00	5	\$32,605.00
2	12" PVC Sanitary Sewer	\$72.00	LF	915	\$65,880.00		\$0.00	915	\$65,880.00
3	8" PVC Sanitary Sewer	\$59.33	LF	815	\$48,353.95		\$0.00	815	\$48,353.95
4	4" Sanitary Sewer Service	\$1,110.00	EACH	11	\$12,210.00		\$0.00	11	\$12,210.00
5	Connect to Existing Sanitary	\$532.00	EACH	7	\$3,724.00		\$0.00	7	\$3,724.00
6	Adjust Sanitary Sewer Manhole	\$500.00	EACH	2	\$1,000.00		\$0.00	2	\$1,000.00
7	Remove 8" Sanitary Sewer	\$10.00	LF	1,678	\$16,780.00		\$0.00	1678	\$16,780.00
8	Removed & Dispose Sanitary Sewer Manhole	\$800.00	EACH	6	\$4,800.00		\$0.00	6	\$4,800.00
9	Bypass Pumping	\$19,000.00	LS	1	\$19,000.00		\$0.00	1	\$19,000.00
<b>Subtotal Schedule C - Sanitary Sewer</b>					<b>\$204,352.95</b>		<b>\$0.00</b>		<b>\$204,352.95</b>
<b>Schedule D - Storm Sewer</b>									
1	36" RCP Storm Sewer Class III	\$135.69	LF	579	\$78,564.51		\$0.00	579	\$78,564.51
2	36" RCP Elliptical Storm Sewer Class III	\$185.47	LF	1,230	\$228,128.10		\$0.00	1230	\$228,128.10
3	30" RCP Elliptical Storm Sewer Class III	\$141.26	LF	354	\$50,006.04		\$0.00	354	\$50,006.04
4	24" RCP Elliptical Storm Sewer Class III	\$110.69	LF	414	\$45,825.66		\$0.00	414	\$45,825.66
5	21" RCP Elliptical Storm Sewer Class III	\$104.87	LF	103	\$10,801.61		\$0.00	103	\$10,801.61
6	18" RCP Elliptical Storm Sewer Class III	\$94.74	LF	43	\$4,073.82		\$0.00	43	\$4,073.82
7	24" RCP Storm Sewer Class III	\$99.11	LF	55	\$5,451.05		\$0.00	55	\$5,451.05
8	21" RCP Storm Sewer Class III		LF	0	\$0.00		\$0.00	0	\$0.00
9	18" RCP Storm Sewer Class III	\$88.11	LF	117	\$10,308.87		\$0.00	117	\$10,308.87
10	12" RCP Storm Sewer Class III	\$68.69	LF	227	\$15,592.63		\$0.00	227	\$15,592.63
11	Headwall Removal & Replacement	\$7,600.00	LS	1	\$7,600.00		\$0.00	1	\$7,600.00
12	15' Type D Curb Inlet	\$6,200.00	EACH	1	\$6,200.00		\$0.00	1	\$6,200.00
13	10' Type D Curb Inlet	\$6,600.00	EACH	7	\$46,200.00		\$0.00	7	\$46,200.00
14	5' Type D Curb Inlet	\$6,200.00	EACH	7	\$43,400.00		\$0.00	7	\$43,400.00
15	3' Type D Curb Inlet	\$5,800.00	EACH	1	\$5,800.00		\$0.00	1	\$5,800.00
16	Storm Sewer Manhole	\$6,600.00	EACH	2	\$13,200.00		\$0.00	2	\$13,200.00
17	City of Norfolk Type B Inlet	\$6,000.00	EACH	3	\$18,000.00		\$0.00	3	\$18,000.00
18	2'x3' Type B Curb Inlet	\$5,700.00	EACH	2	\$11,400.00		\$0.00	2	\$11,400.00
19	Type C Area Inlet 36" x 48"	\$8,300.00	EACH	3	\$24,900.00		\$0.00	3	\$24,900.00
20	Type C Area Inlet 24" x 36"	\$8,000.00	EACH	1	\$8,000.00		\$0.00	1	\$8,000.00
21	Connect to Existing Inlet	\$1,100.00	EACH	1	\$1,100.00		\$0.00	1	\$1,100.00
22	Remove & Dispose Drop Inlet	\$1,100.00	EACH	9	\$9,900.00		\$0.00	9	\$9,900.00
23	Remove & Dispose 30" RCP Storm Sewer	\$12.00	LF	21	\$252.00		\$0.00	21	\$252.00
24	Remove & Dispose 24" RCP Storm Sewer	\$12.00	LF	77	\$924.00		\$0.00	77	\$924.00
25	Remove & Dispose 15" RCP Storm Sewer	\$12.00	LF	719	\$8,628.00		\$0.00	719	\$8,628.00
26	Remove & Dispose 12" RCP Storm Sewer	\$12.00	LF	287	\$3,444.00		\$0.00	287	\$3,444.00
<b>Subtotal Schedule D - Storm Sewer</b>					<b>\$657,700.29</b>		<b>\$0.00</b>		<b>\$657,700.29</b>
<b>Schedule E - Erosion Control and Landscaping</b>									
1	Remove & Stockpile & Reinstall Topsoil	\$8.00	CU YD	928	\$7,424.00		\$0.00	928	\$7,424.00
2	Straw Wattles	\$6.00	LF	250	\$1,500.00		\$0.00	250	\$1,500.00
3	Inlet Protection 2' x 3' Type B	\$255.00	EACH	2	\$510.00		\$0.00	2	\$510.00
4	Inlet Protection City of Norfolk Type B	\$255.00	EACH	3	\$765.00		\$0.00	3	\$765.00
5	Inlet Protection Type C 2' x 3' - Area Inlet	\$255.00	EACH	1	\$255.00		\$0.00	1	\$255.00
6	Inlet Protection Type D - Curb Inlet	\$255.00	EACH	16	\$4,080.00		\$0.00	16	\$4,080.00
7	Inlet Protection Type C 3' x 4' - Area Inlet	\$255.00	EACH	3	\$765.00		\$0.00	3	\$765.00
8	Seeding, Fertilizing, & Mulching	\$2.00	SQ YD	4,479	\$8,958.00		\$0.00	4479	\$8,958.00
9	Erosion Control Class 2C (Seeding, Fertilizing w/ Slope Blanket)	\$3.00	SQ YD	1,864	\$5,592.00		\$0.00	1864	\$5,592.00
<b>Subtotal Schedule E - Erosion Control and Landscaping</b>					<b>\$29,849.00</b>		<b>\$0.00</b>		<b>\$29,849.00</b>



Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
<b>Schedule F - Lighting and Electrical</b>									
1	Remove Existing Pullbox	\$380.00	EACH	1	\$380.00		\$0.00	1	\$380.00
2	Pull Box, Type PB-1	\$1,800.00	EACH	16	\$28,800.00		\$0.00	16	\$28,800.00
3	Vehicle Detector, Type TD-5 (6' x 10')	\$3,300.00	EACH	4	\$13,200.00		\$0.00	4	\$13,200.00
4	3/4" Conduit	\$5.00	LF	80	\$400.00		\$0.00	80	\$400.00
5	2" Street Light Conduit	\$26.00	LF	1,100	\$28,600.00		\$0.00	1100	\$28,600.00
6	1" Street Light Conduit	\$24.00	LF	1,500	\$36,000.00		\$0.00	1500	\$36,000.00
7	Light Pole Bases (No Pole Installation on Bases)	\$2,800.00	LF	8	\$22,400.00		\$0.00	8	\$22,400.00
<b>Subtotal Schedule F - Lighting and Electrical</b>					<b>\$129,780.00</b>		<b>\$0.00</b>		<b>\$129,780.00</b>
<b>Schedule G - Fencing</b>									
1	Remove & Reinstall 4' Chain link Fence	\$26.00	LF	379	\$9,854.00		\$0.00	379	\$9,854.00
2	Remove, Salvage, & Reinstall 6' Wood Fence	\$66.00	LF	60	\$3,960.00		\$0.00	60	\$3,960.00
3	Remove, Salvage, & Reinstall 4' White Vinyl Fence	\$76.00	LF	75	\$5,700.00		\$0.00	75	\$5,700.00
4	Remove, Salvage, & Reinstall 6' White Vinyl Fence	\$86.00	LF	65	\$5,590.00		\$0.00	65	\$5,590.00
<b>Subtotal Schedule G - Fencing</b>					<b>\$25,104.00</b>		<b>\$0.00</b>		<b>\$25,104.00</b>
<b>Schedule H - Traffic Control</b>									
1	Traffic Control	\$46,000.00	LS	1	\$46,000.00		\$0.00	1	\$46,000.00
2	Hwy 81 Temporary Sidewalk Detour	\$3,000.00	LS	1	\$3,000.00		\$0.00	1	\$3,000.00
3	Hwy 275 Temporary Sidewalk Detour	\$3,000.00	LS	1	\$3,000.00		\$0.00	1	\$3,000.00
4	4" White Pavement Marking	\$2.00	LF	26	\$52.00		\$0.00	26	\$52.00
5	4" Yellow Pavement Marking	\$2.00	LF	567	\$1,134.00		\$0.00	567	\$1,134.00
6	24" White Pavement Marking (Pedestrian Crossing)	\$6.23	LF	782	\$4,871.86		\$0.00	782	\$4,871.86
7	Left Turn Arrow	\$160.00	EACH	1	\$160.00		\$0.00	1	\$160.00
8	Combination Straight / Right Turn Arrow	\$160.00	EACH	1	\$160.00		\$0.00	1	\$160.00
<b>Subtotal Schedule H - Traffic Control</b>					<b>\$58,377.86</b>		<b>\$0.00</b>		<b>\$58,377.86</b>
Total					\$2,928,366.53		\$54,838.08		

**Change Order Estimate**

<b>Project Name:</b> West Michigan Avenue & 8th Street Reconstruction		<b>Project Number:</b>	
<b>Owner:</b> City of Norfolk, NE		<b>Change Order Number:</b> 1	
<b>Contractor:</b> A & R Construction		<b>Effective Date:</b> August 7th, 2023	
Item			
Bid Item No.	Description	Reason for Change	
25-CO1	8" Pavement with Integrated 6" Curb	Thickend driveway section needed adjacent to the Hwy ROW at Michigan and Hwy 81 and 9th Street and Hwy 275	
26-CO1	Fabric	Geotextile fabric added to the foundation course to add stability to the subgrade prior to paving streets	

Date of Issuance: \_\_\_\_\_ Effective Date: August 7, 2023  
 Owner: City of Norfolk, NE Owner's Contract No.: \_\_\_\_\_  
 Contractor: Elkhorn Paving Construction Co., Inc. Contractor's Project No.: \_\_\_\_\_  
 Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

Project: Concrete Improvements FY 2022-2023 Contract Name: Concrete Improvements FY 2022-2023

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

Description: Replacement of Box Culvert at 1st and Elm.

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>630,859.90</u>	Original Contract Times: <u>Golf View on or Before Sept. 30, 2023</u> All Substantial Completion: <u>1t Street from Benjamin Ave Past</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>598,619.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,229,478.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>29,795.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,259,273.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>NA</u> Ready for Final Payment: <u>July 1, 2024</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Cara Allen</u> By: _____ By: <u>[Signature]</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Assistant City Engineer</u>	Title: _____	Title: <u>V. Pross</u>
Date: <u>7-31-23</u>	Date: _____	Date: <u>7-31-23</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Change Order Estimate

Project Name: <b>Concrete Improvements FY 2022-2023</b>		Project Number:							
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>2</b>							
Contractor: <b>Elkhorn Paving Construction Co., Inc.</b>		Effective Date: <b>8/7/2023</b>							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
<b>Bid Section E - 1st Street (Nebraska Ave to Benjamin Ave)</b>									
E.01	Mobilization	\$10,000.00	L.S.	1	\$10,000.00	0	\$0.00	1	\$10,000.00
E.02	Sawing, (9" Pavement)	\$8.50	L.F.	8000	\$68,000.00	0	\$0.00	8000	\$68,000.00
E.03	Sawing, (Sidewalk and Driveway)	\$8.50	L.F.	0	\$0.00	0	\$0.00	0	\$0.00
E.06	Concrete Pavement Repair	9" PCCP \$147.00	S.Y.	3089	\$454,083.00	0	\$0.00	3089	\$454,083.00
E.07	8 Inch Crushed Concrete Foundation	\$9.00	S.Y.	3089	\$27,801.00	0	\$0.00	3089	\$27,801.00
E.08	Geogrid	\$5.50	S.Y.	2750	\$15,125.00	0	\$0.00	2750	\$15,125.00
E.09	Adjust Manhole to Grade	\$350.00	Each	8	\$2,800.00	0	\$0.00	8	\$2,800.00
E.10	Adjust Valve Box to Grade	\$100.00	Each	2	\$200.00	0	\$0.00	2	\$200.00
E.11	Remove and Reset Mailbox	\$100.00	Each	0	\$0.00	0	\$0.00	0	\$0.00
E.12	Repair Private Sprinkler Head	\$25.00	Each	0	\$0.00	0	\$0.00	0	\$0.00
E.13	Concrete Driveway and Sidewalk	\$95.00	S.Y.	48	\$4,560.00	0	\$0.00	48	\$4,560.00
E.14	Detectable Warning Panels	\$52.00	S.F.	0	\$0.00	0	\$0.00	0	\$0.00
E.15	Inlet Protection	\$150.00	Each	15	\$2,250.00	0	\$0.00	15	\$2,250.00
E.16	Excavation (Established Quantity)	\$20.00	CY	690	\$13,800.00	0	\$0.00	690	\$13,800.00
E.17	Traffic Control for Construction	Owner Furnish \$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00
E.18	Seeding	Owner Furnish \$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00
E.19	Box Culvert	\$505.00	S.Y.	0	\$0.00	59	\$29,795.00	59	\$29,795.00
<b>Subtotal Bid Section E</b>					<b>\$598,619.00</b>		<b>\$29,795.00</b>		<b>\$628,414.00</b>

### Change Order Estimate

Project Name: <b>Concrete Improvements FY 2022-2023</b>		Project Number:	
Owner: <b>City of Norfolk, NE</b>		Change Order Number: <b>2</b>	
Contractor: <b>Elkhorn Paving Construction Co., Inc.</b>		Effective Date: <b>8/7/2023</b>	
Item			
Bid Item No.	Description	Reason for Change	
<b>Bid Section E - 1st Street (Nebraska Ave to Benjamin Ave)</b>			
E.19	Box Culvert	Replacement of box culvert at 1st and Elm.	
Subtotal Bid Section E			

Exhibit for Concrete Repair CCO #2 with Elkhorn Paving

This is the crosswalk on Elm on the west side of 1<sup>st</sup> Street. During construction this was found to be the top slab of a box culvert. Spalling across the box ranges from 1" to 3" in depth. The box lid is approximately 7.5" thick and the spalling is beginning to compromise the overall integrity of the structure. Since this also functions as the crosswalk it is a significant tripping hazard.



For Office Use Only	Date Filed <u>6.30.23</u>
	Fee \$ <u>250.00</u>
	Rec'd by <u>JG</u>

**APPLICATION FOR TEMPORARY  
WAIVER OF SUBDIVISION REQUIREMENTS**

**Section 1:** Gretchen M. Sandall, Trustee of the Gretchen M. Sandall Revocable Trust dated December 6,

**Applicant:** 2007 1809 Koenigstein Ave., Norfolk, NE 68701

Name Address

(402)750-6363 paulrsandall@me.com

Phone Email

**Contact:** David E. Copples 2425 Taylor Ave., Norfolk, NE 68701

(other than Name Address  
Applicant)

(402)371-4300 decopple@greatadvocates.com

Phone Email

\*Perpetual or until such time as other property owners in the neighborhood on Koenigstein

**Years Requested:** Avenue, West of 18st Street, are required to install sidewalks

A waiver of minimum subdivision requirements is requested from the requirements set out in Chapter 23, Article I of the City Code of Norfolk for property

Addressed as 1809 Koenigstein Avenue, Norfolk, NE 68701

Legally described as Lots 5, 6, 7, 14, 15, 16 and the East 29 feet of Lots 8 and 13, Leahys' Subdivision of part of Outlot "F" of the Replat of Beacon Hill Addition to Norfolk, Madison County, Nebraska; together with that part of vacated alley lying adjacent thereto.

And zoned as \_\_\_\_\_

Section of subdivision regulations waiver is for § 23-42, et seq.

Explain the nature of the request and hardship \_\_\_\_\_

\*Applicant requests a sidewalk waiver for the subject property as no other property owners on Koenigstein Avenue, West of 18th Street to end of Koenigstein Avenue, have sidewalks.

Provide a sketch with this application including the application area, existing and proposed structures, appropriate dimensions, and any other pertinent information. See attached Exhibit "A".

Gretchen M Sandall

Signature of Trustee

Authorized Agent

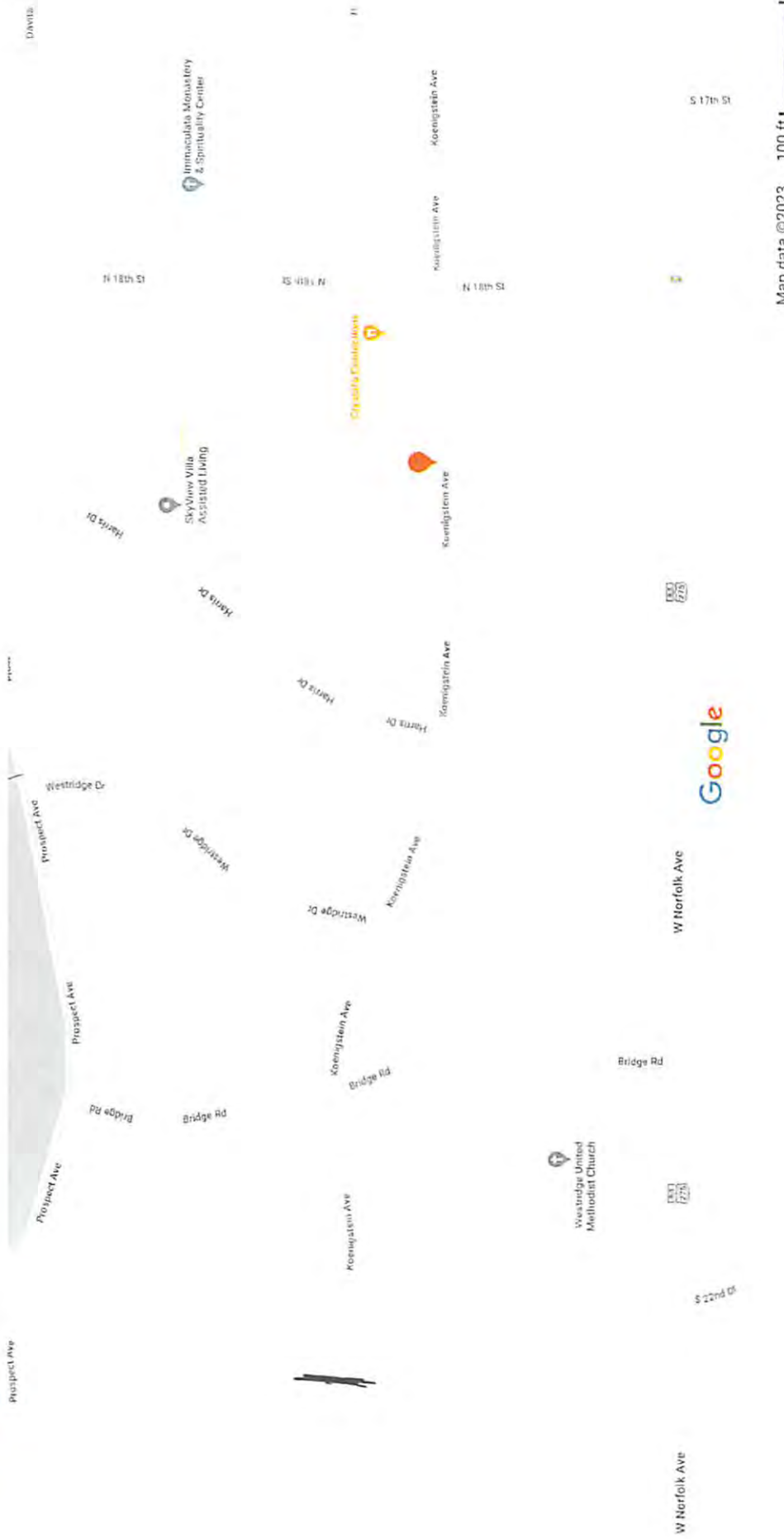
Gretchen M Sandall OR

Printed Name of Trustee

Printed Name of Authorized Agent

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

# Google Maps 1809 Koenigstein Ave







1809 Koenigstein ...  
 1809 Koenigstein Ave, ...  
 42.03°N, 97.44°W

Camera: 1,657 m 42°02'04"N 97°26'15"W 501 m

100 m

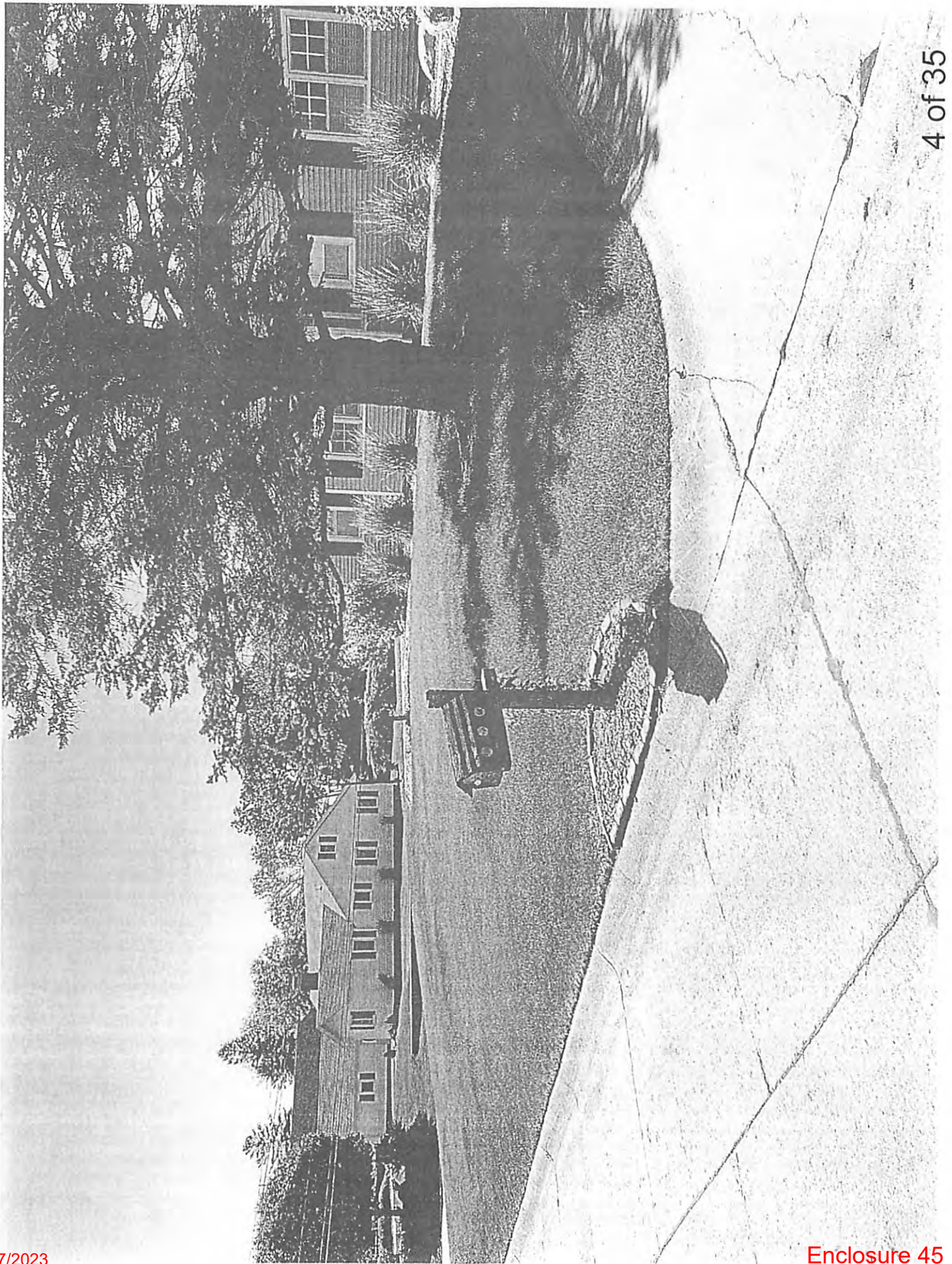
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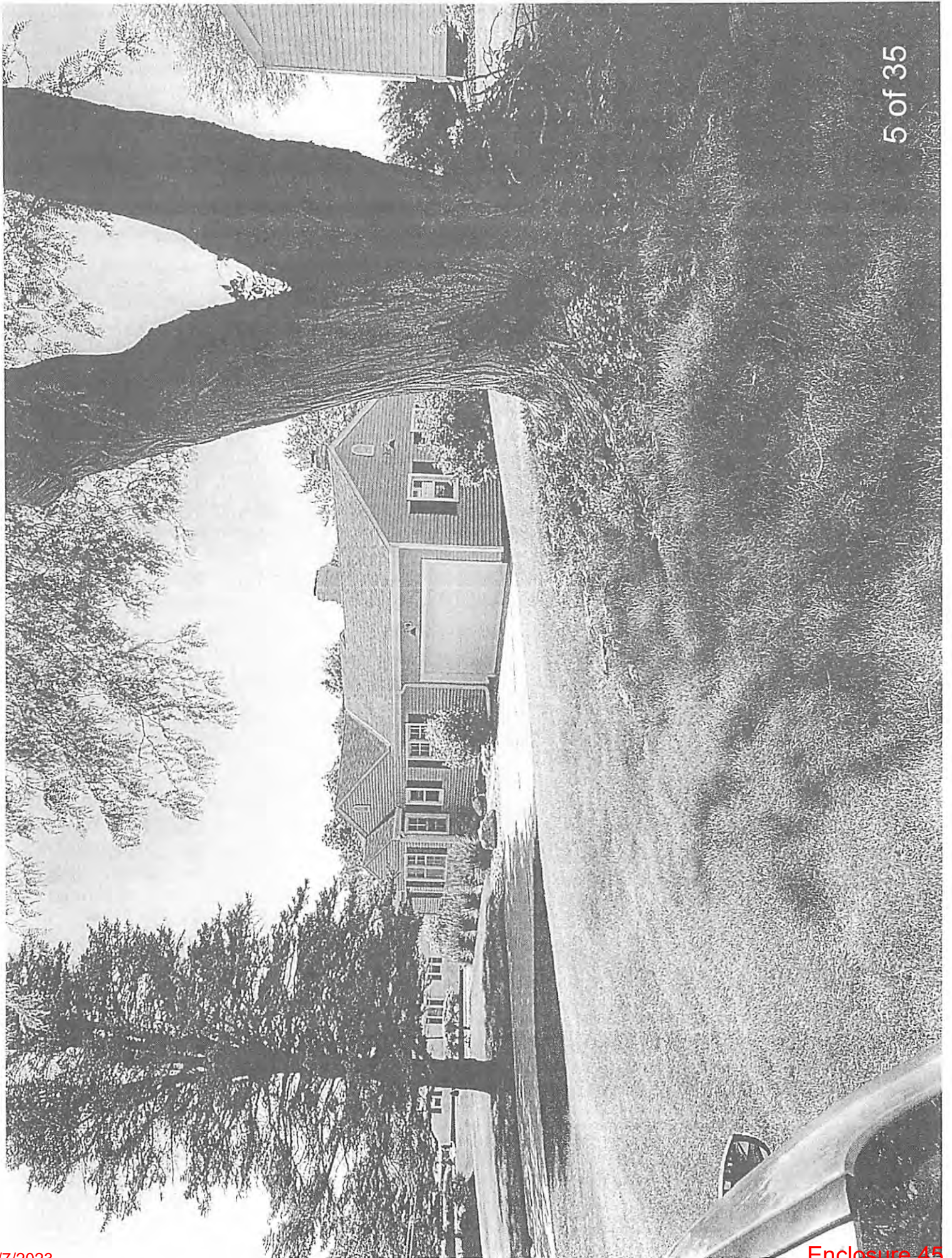
St. Marv's  
 Google Earth

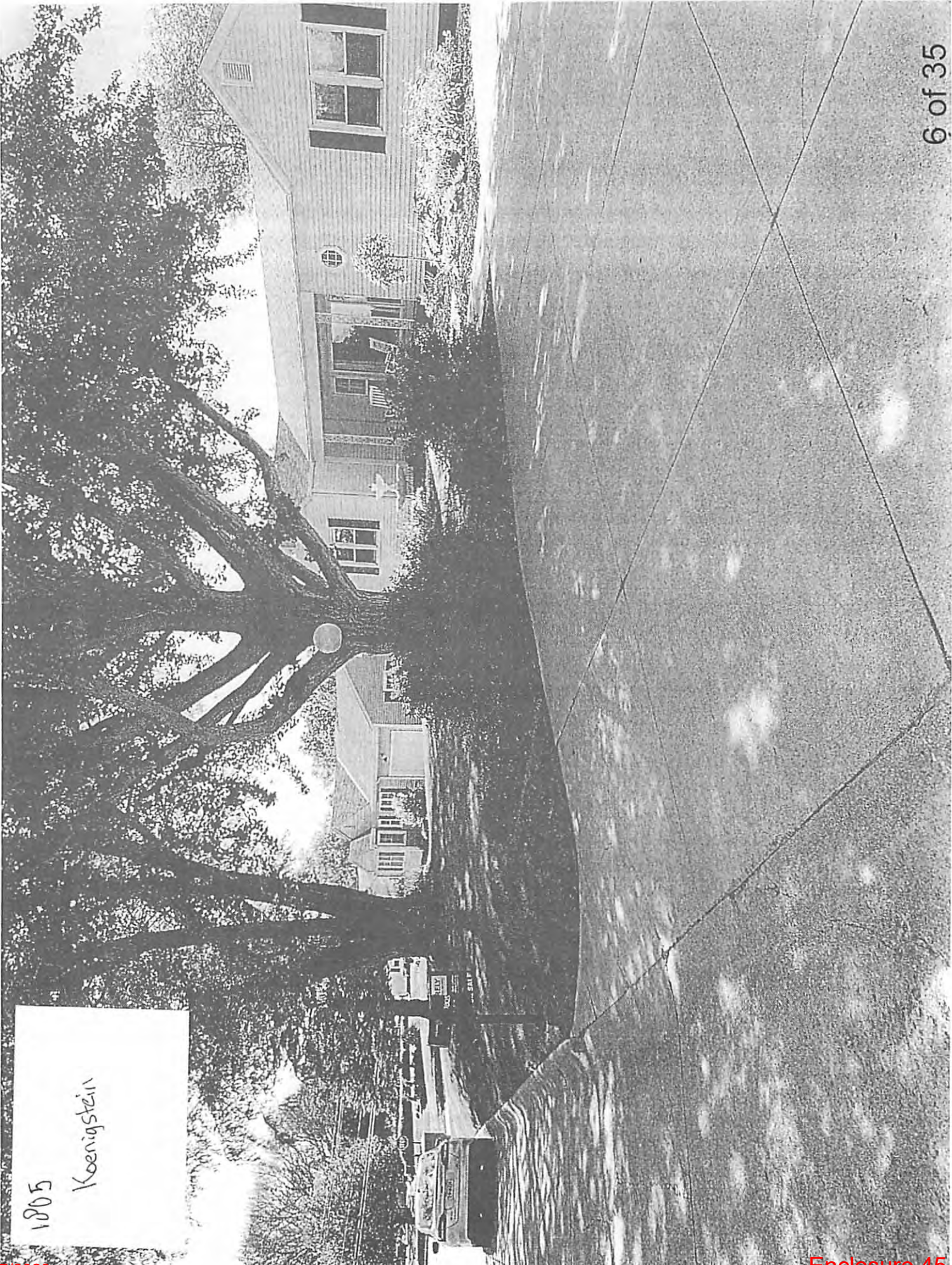
Corner of N. 18th  
and Koenigstein ave



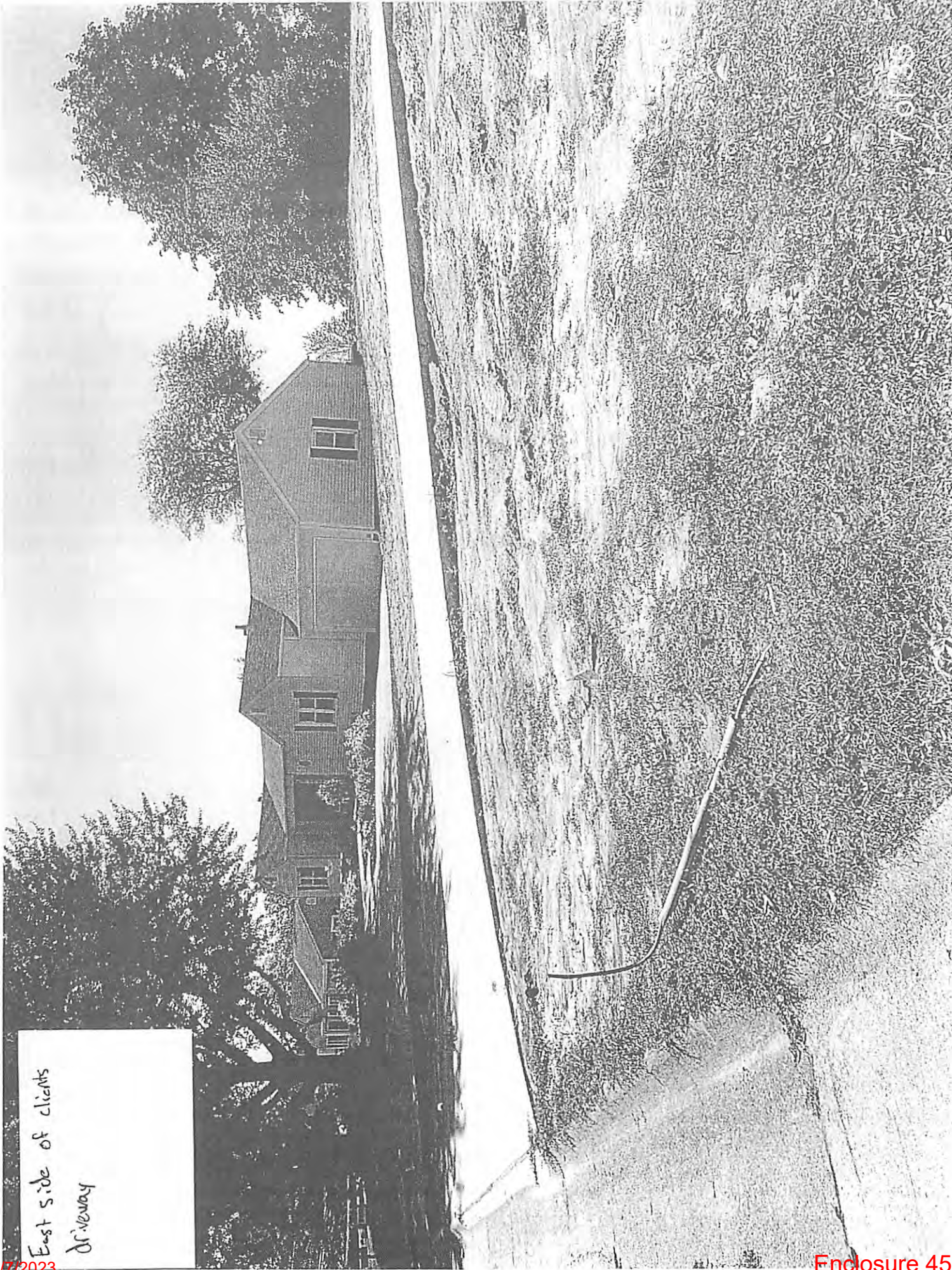
3 of 35







1805  
Koenigstein

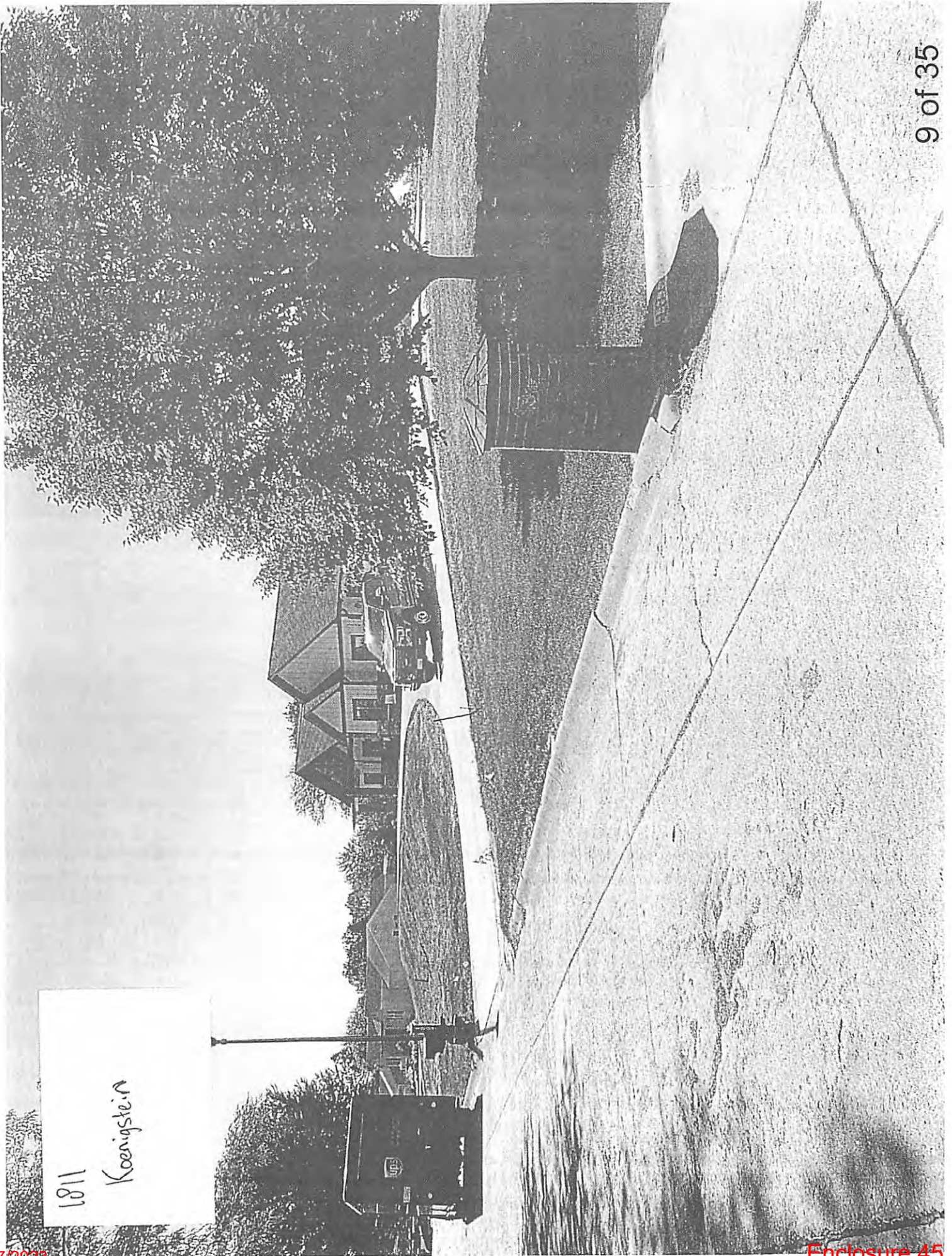


East side of clients  
driveway

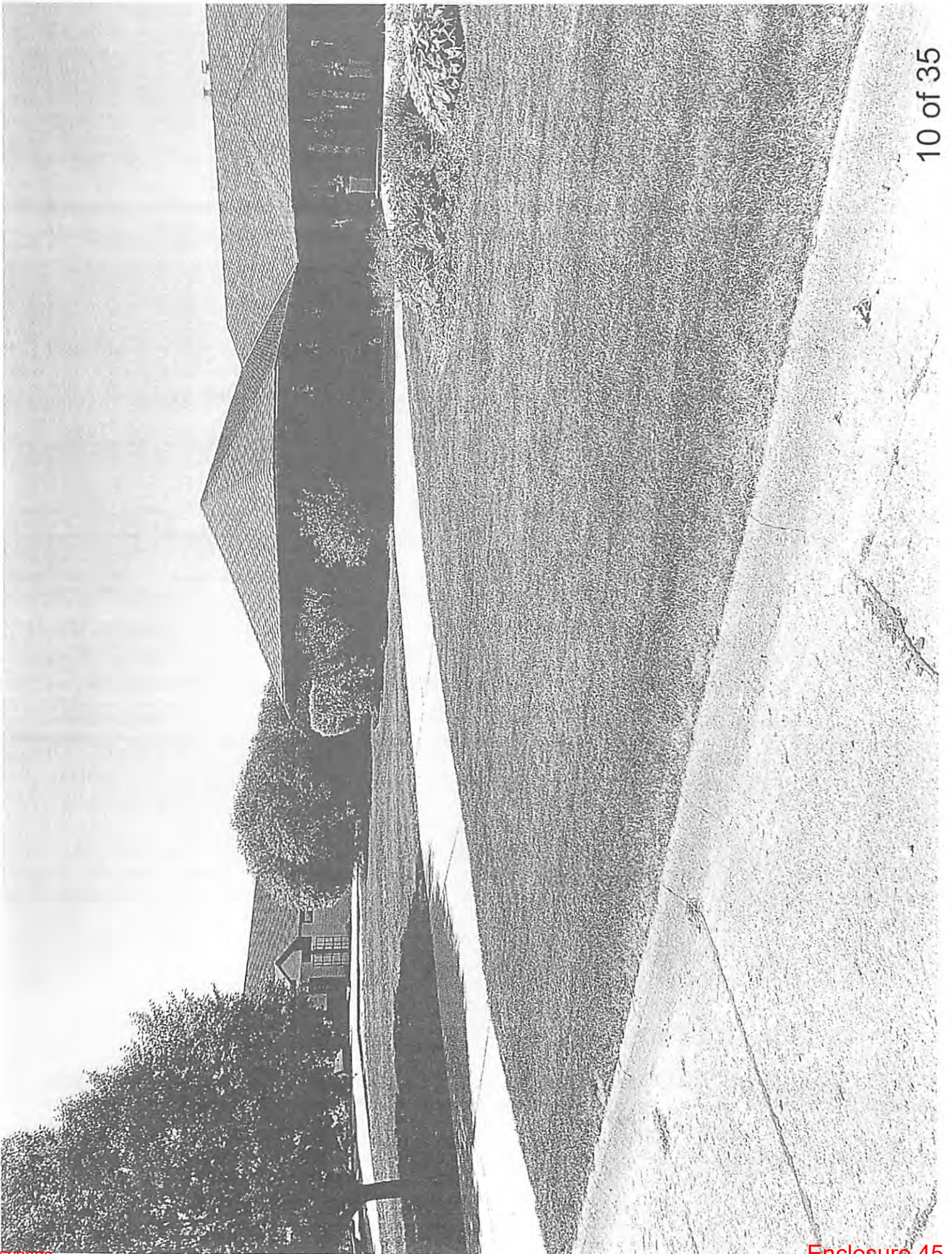


West side of  
Clients drive way

8/7/2023

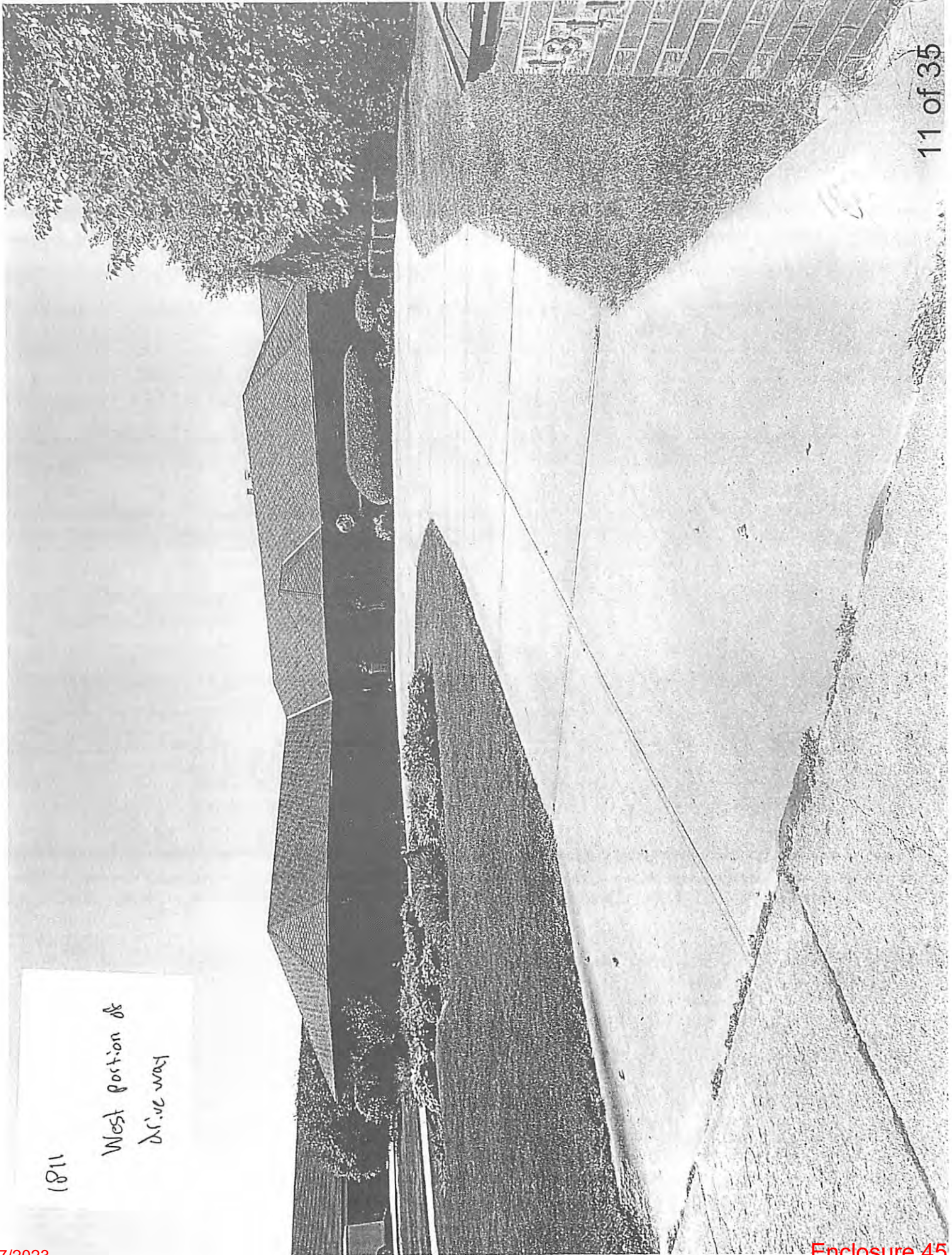


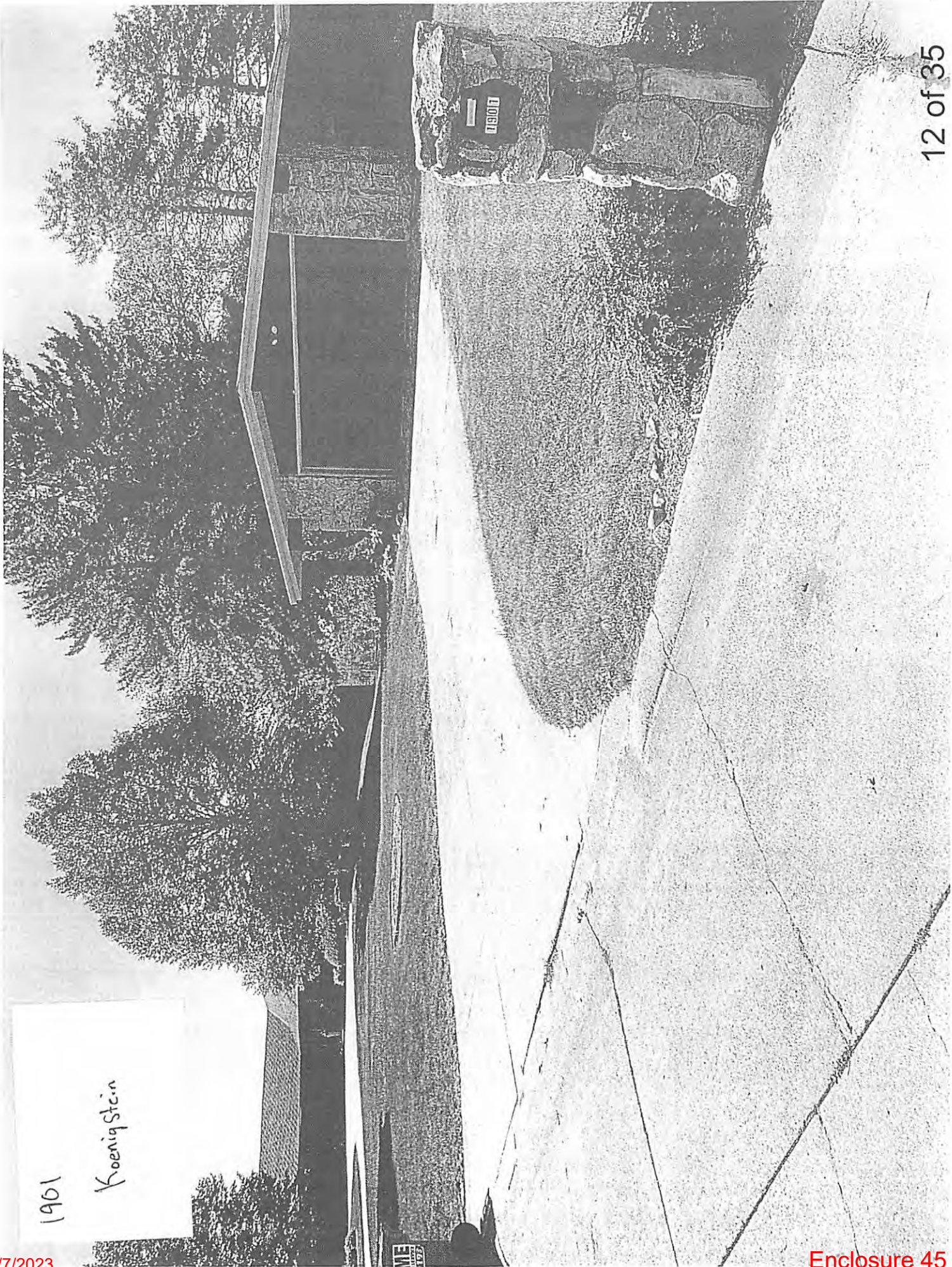




1811

West portion of  
drive way





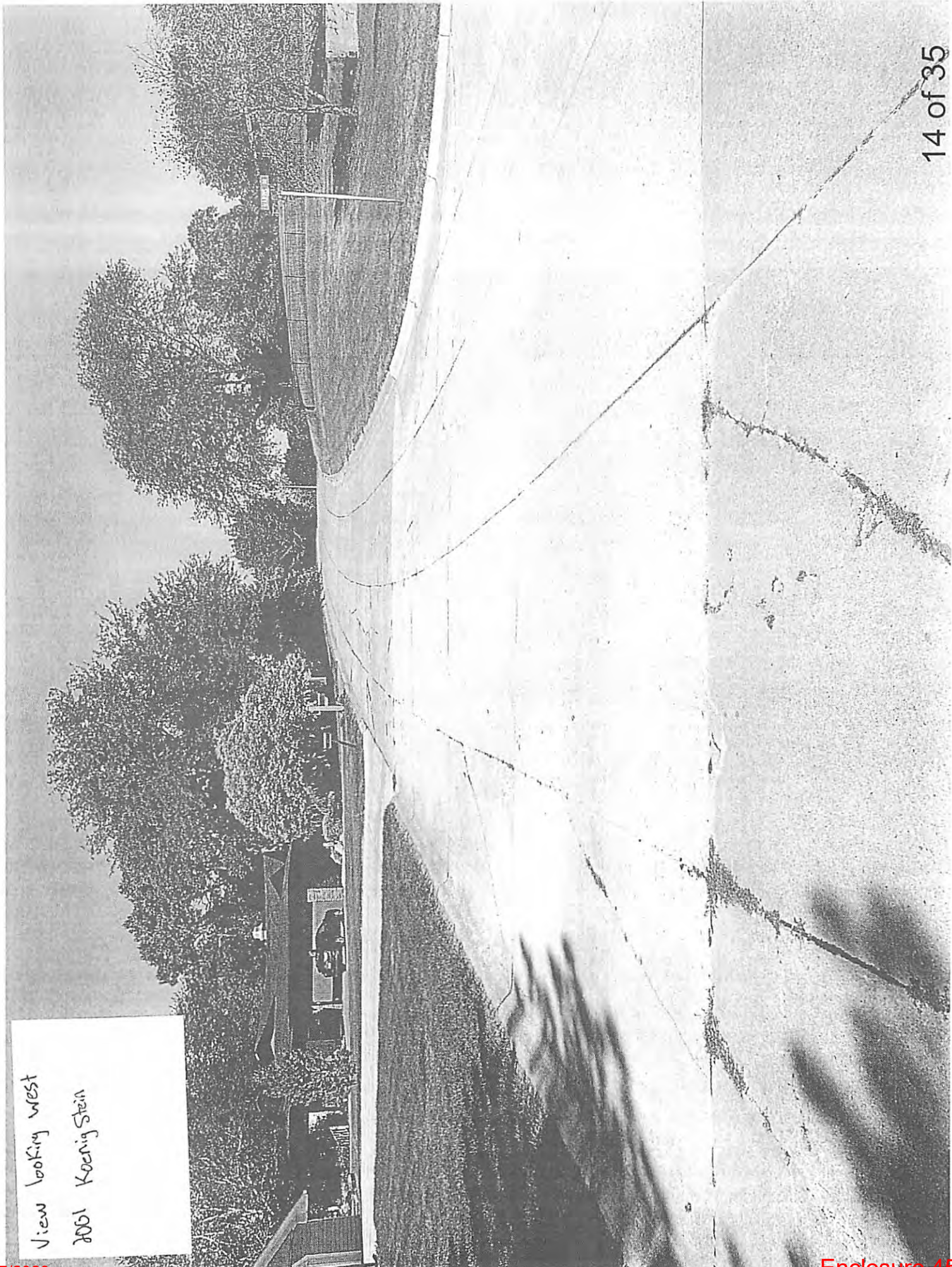
1901

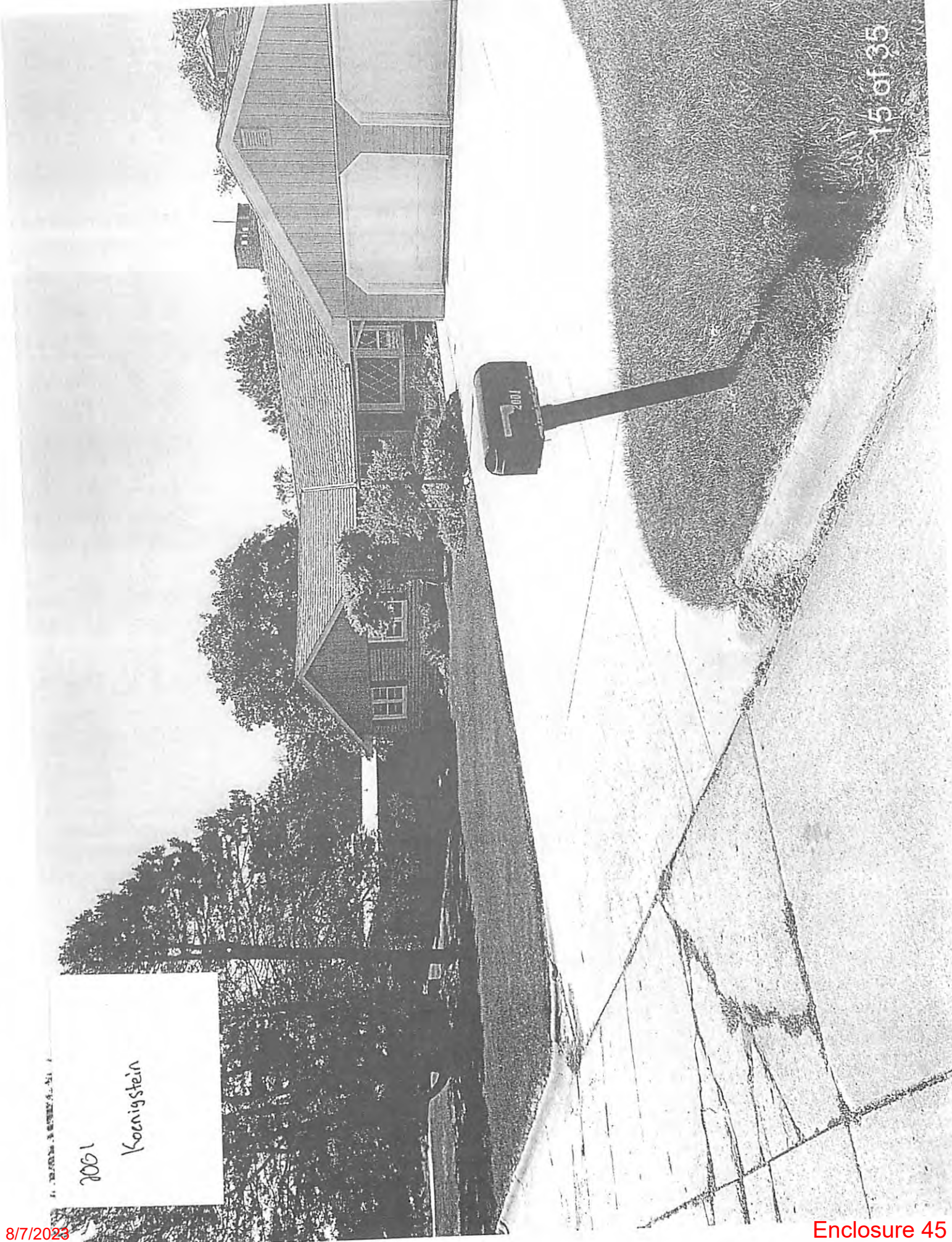
Koenigstein

ME  
1973



View looking west  
2001 Koenig Stein





15 of 35

1001  
Koenigstein

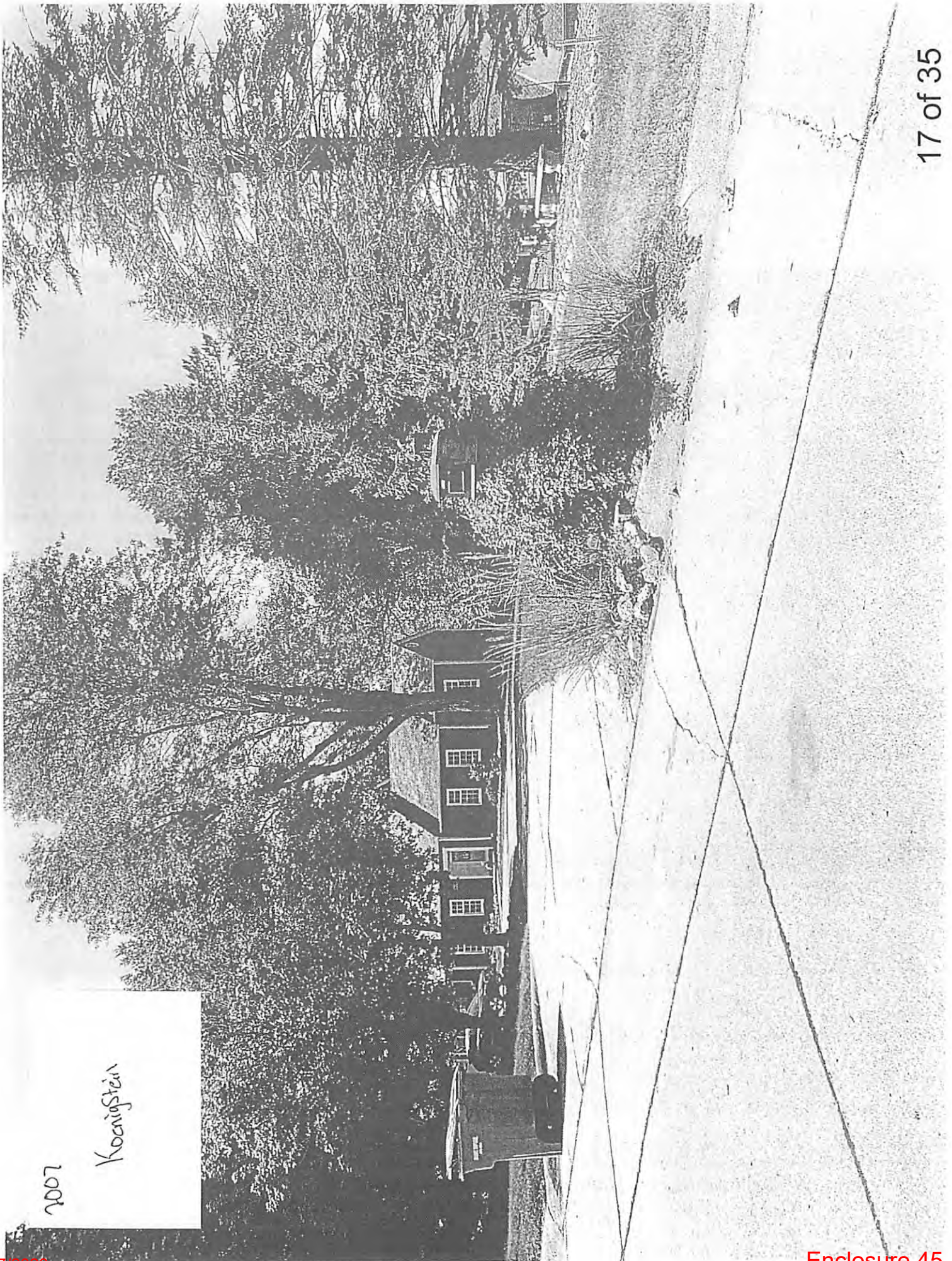
2005

Koenig Stein



1007

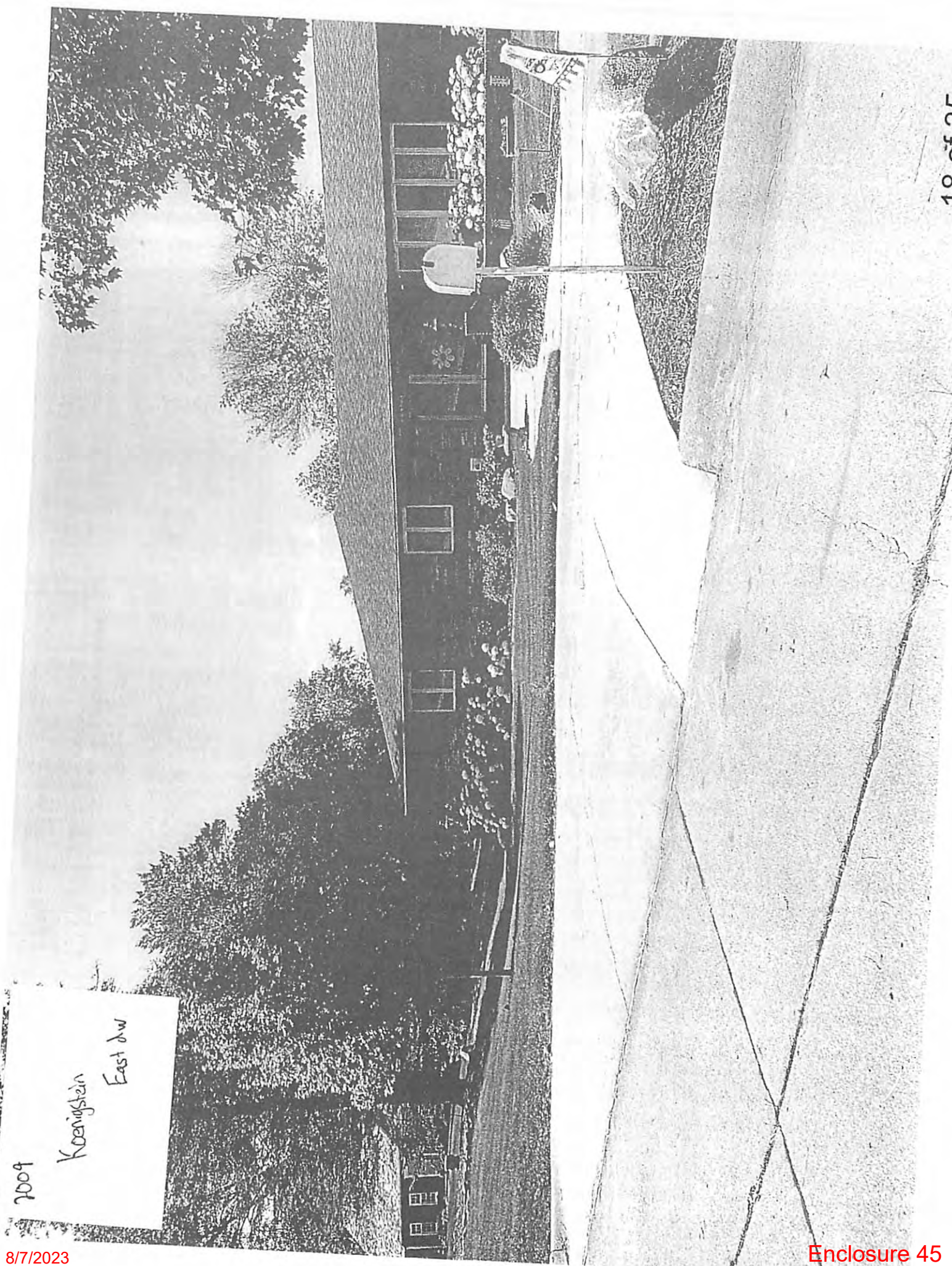
Koenigstein

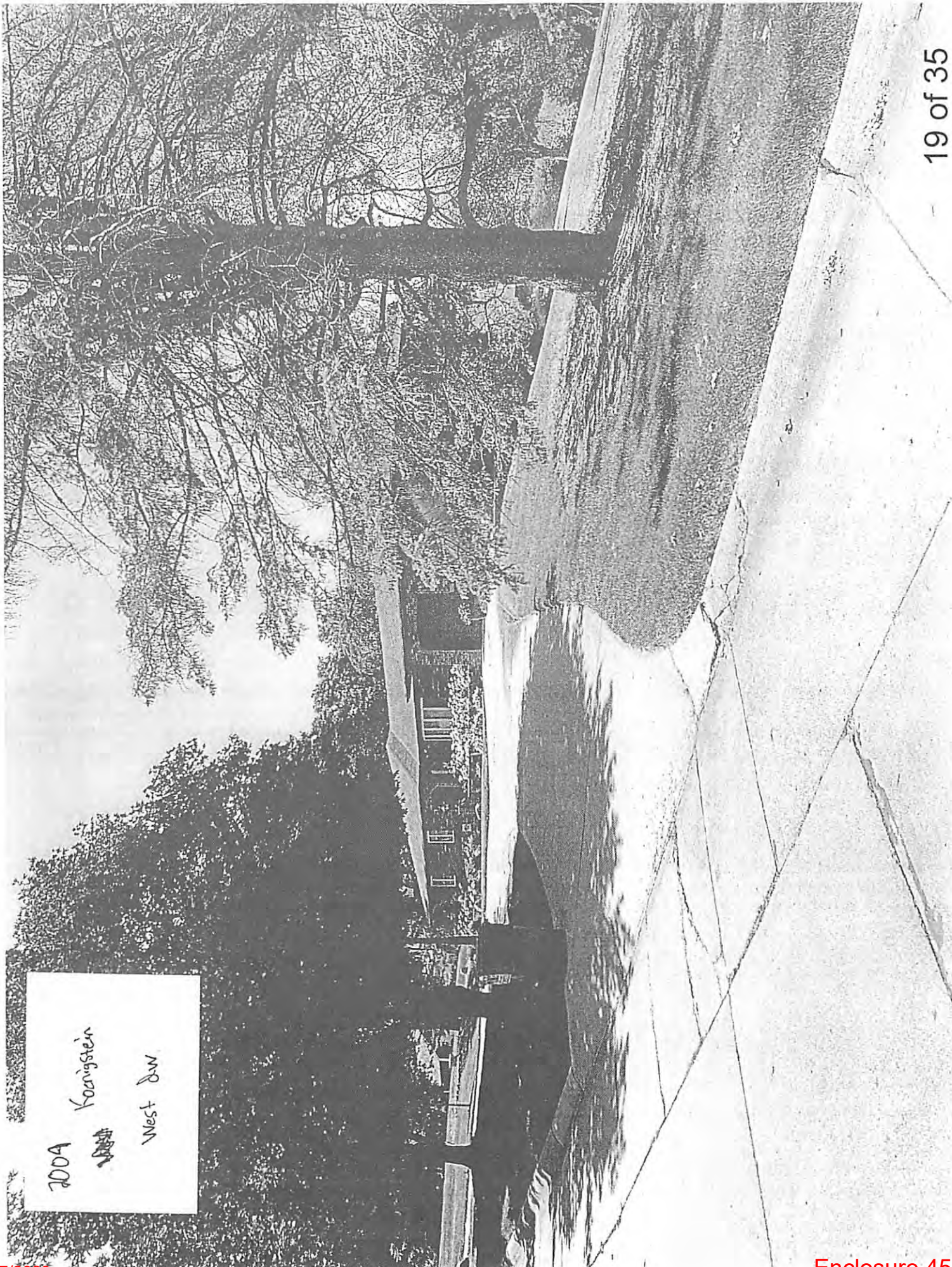




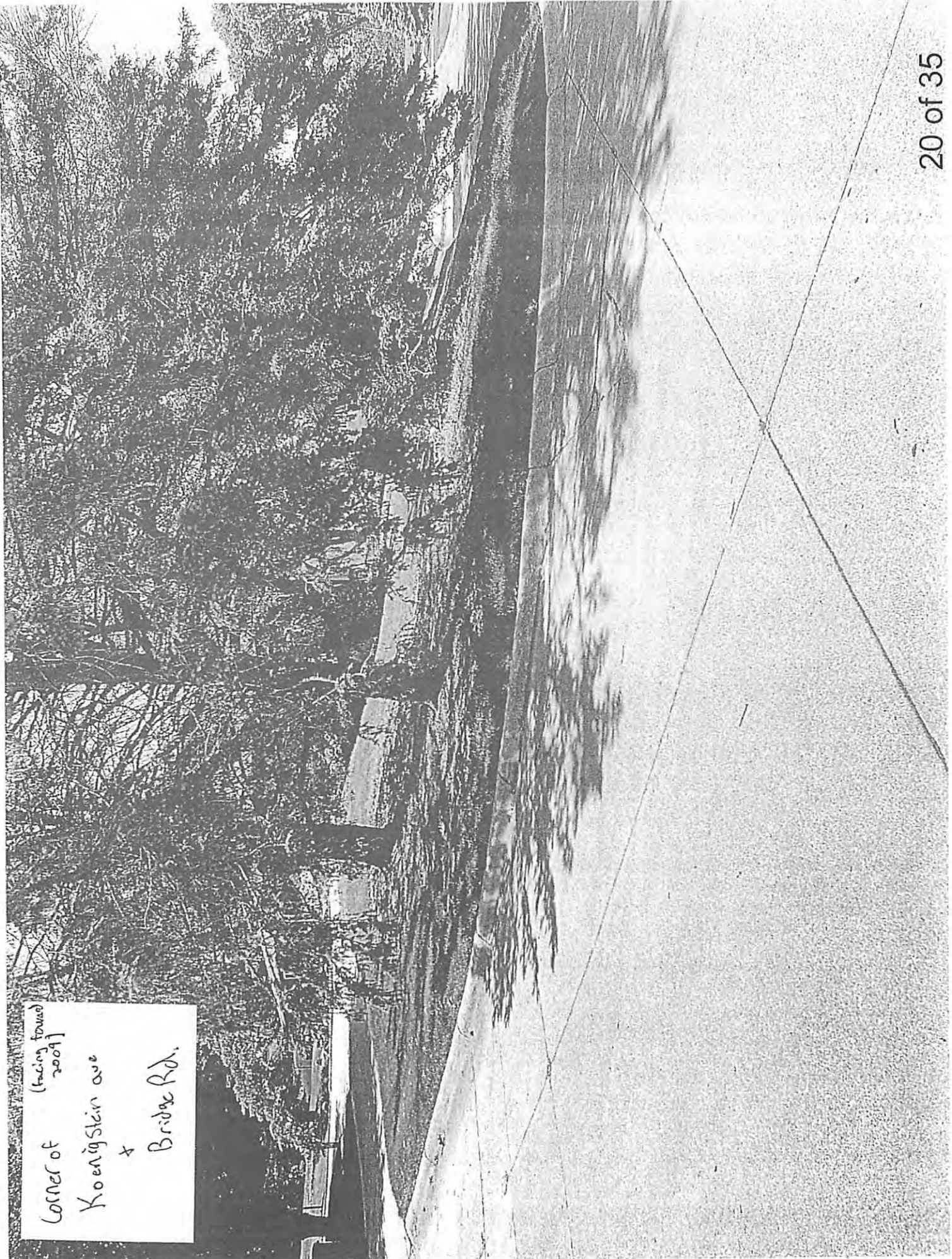
7009

Koenigstein  
East dw



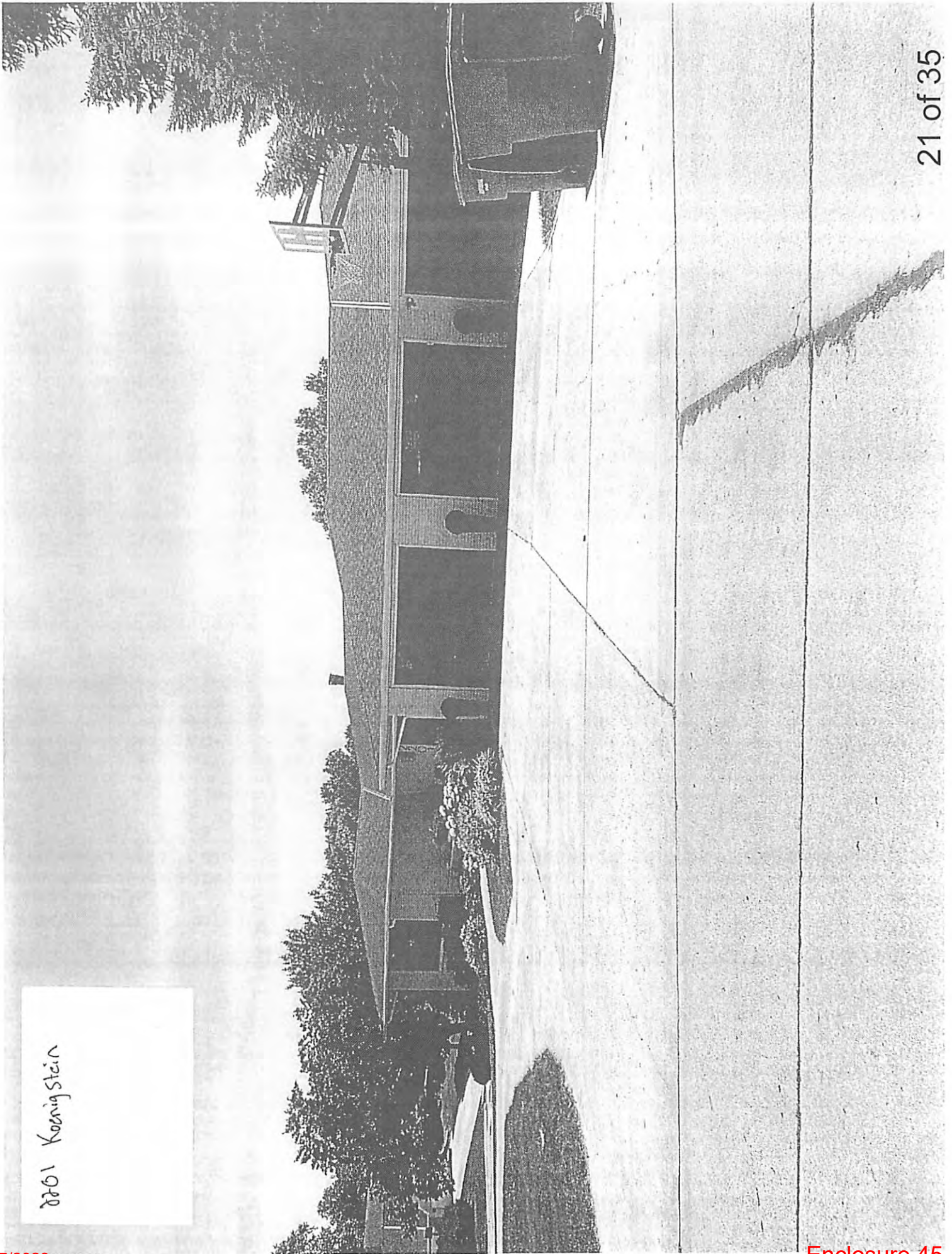


700A  
Koenigstein  
West Dr



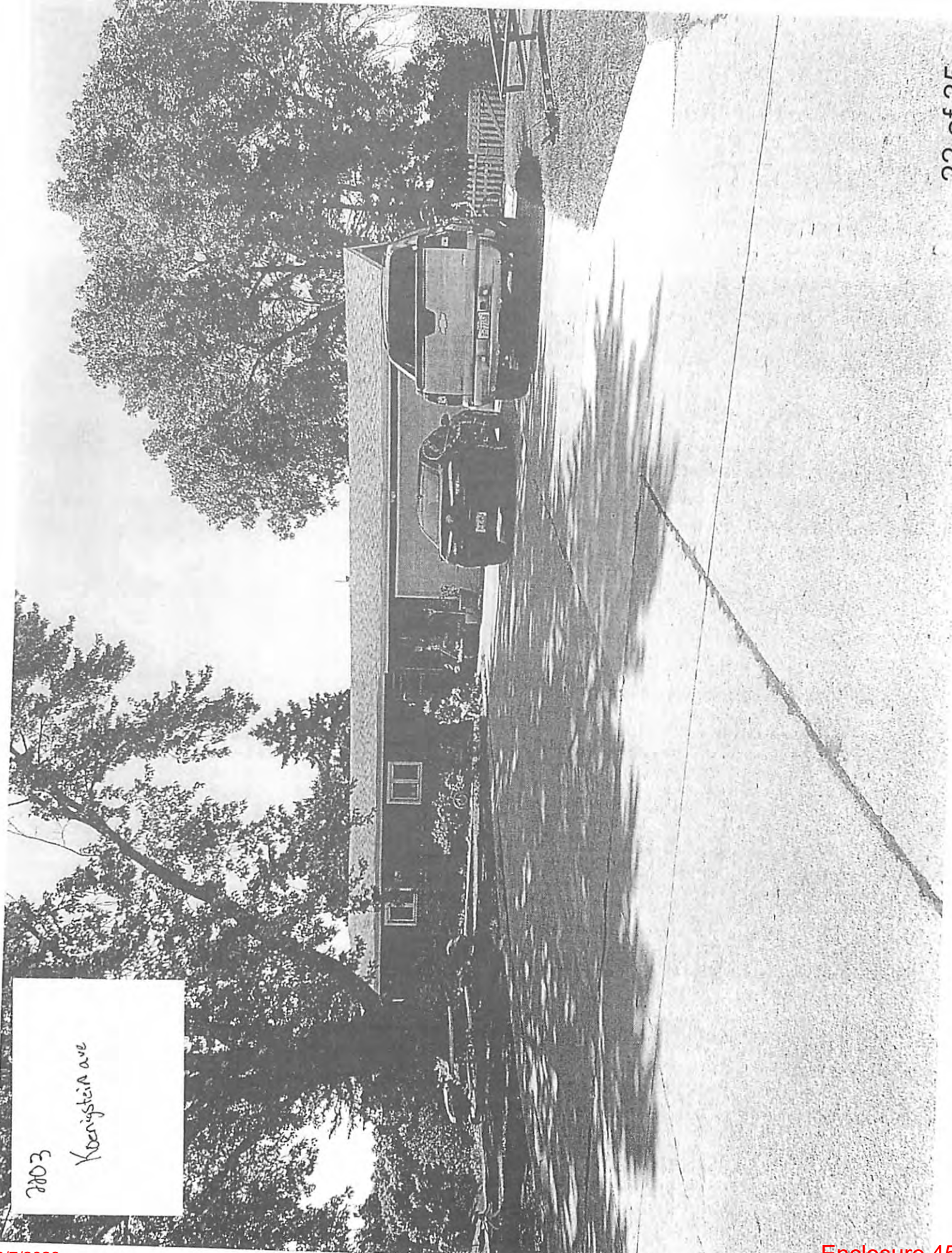
Corner of (Facing forward)  
2001  
Koenigstein ave  
+  
Bridge Rd.

8861 Koenigstein



8003

Koenigstein ave

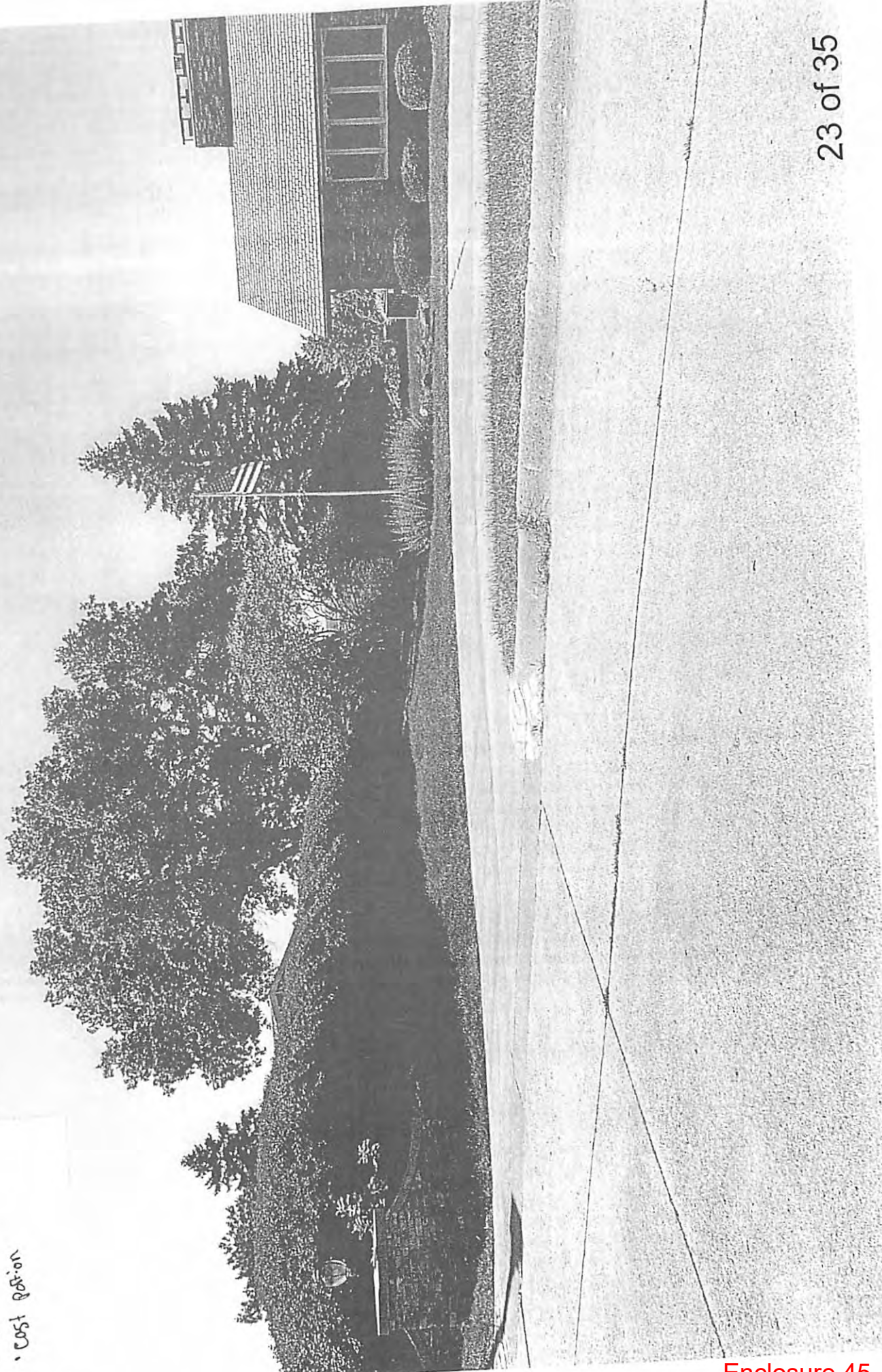


8/7/2023

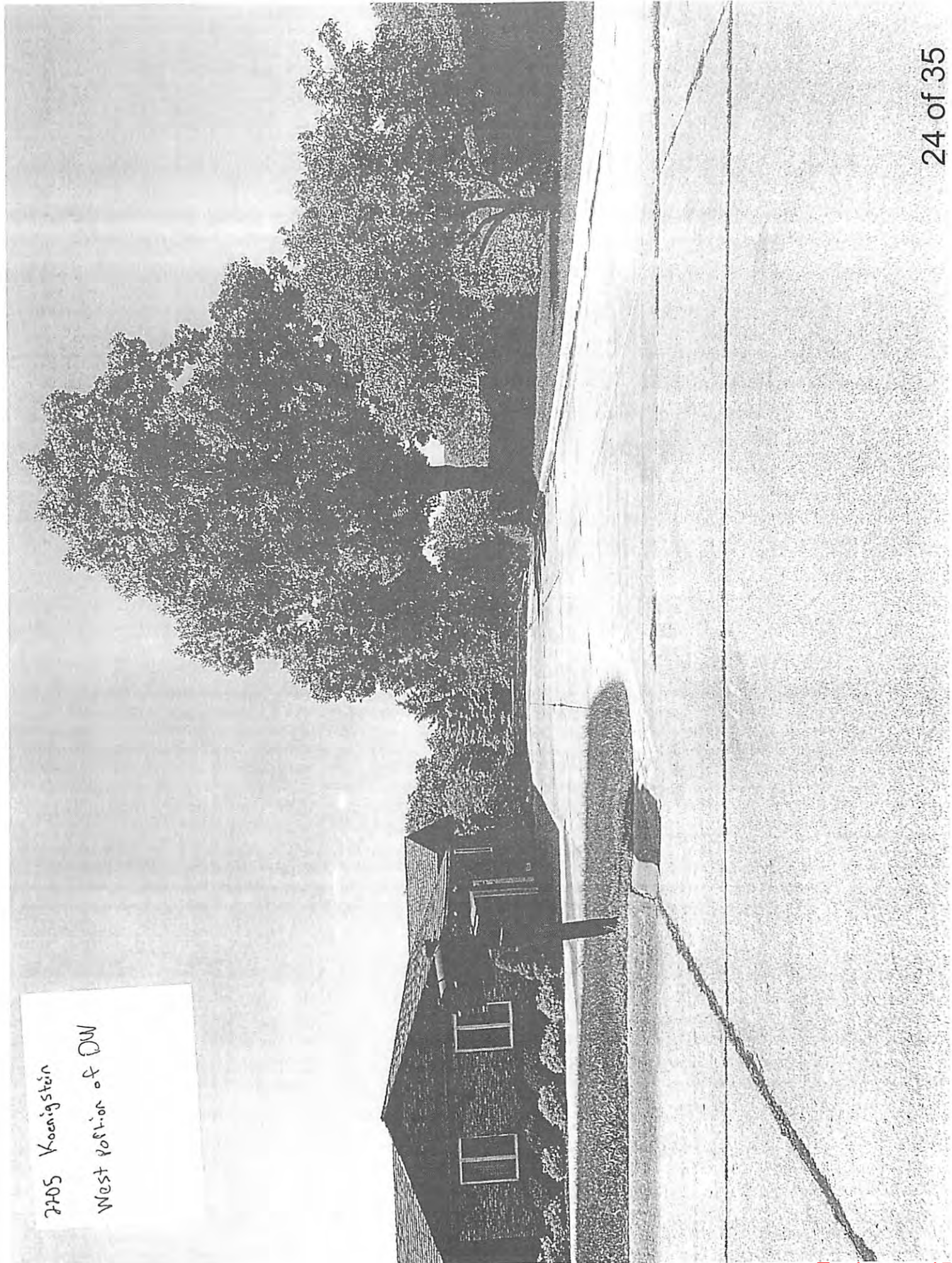
2705 Koenigstein ave

-house at the end of road  
dead end

-cost portion



2705 Koenigstein  
West portion of DW

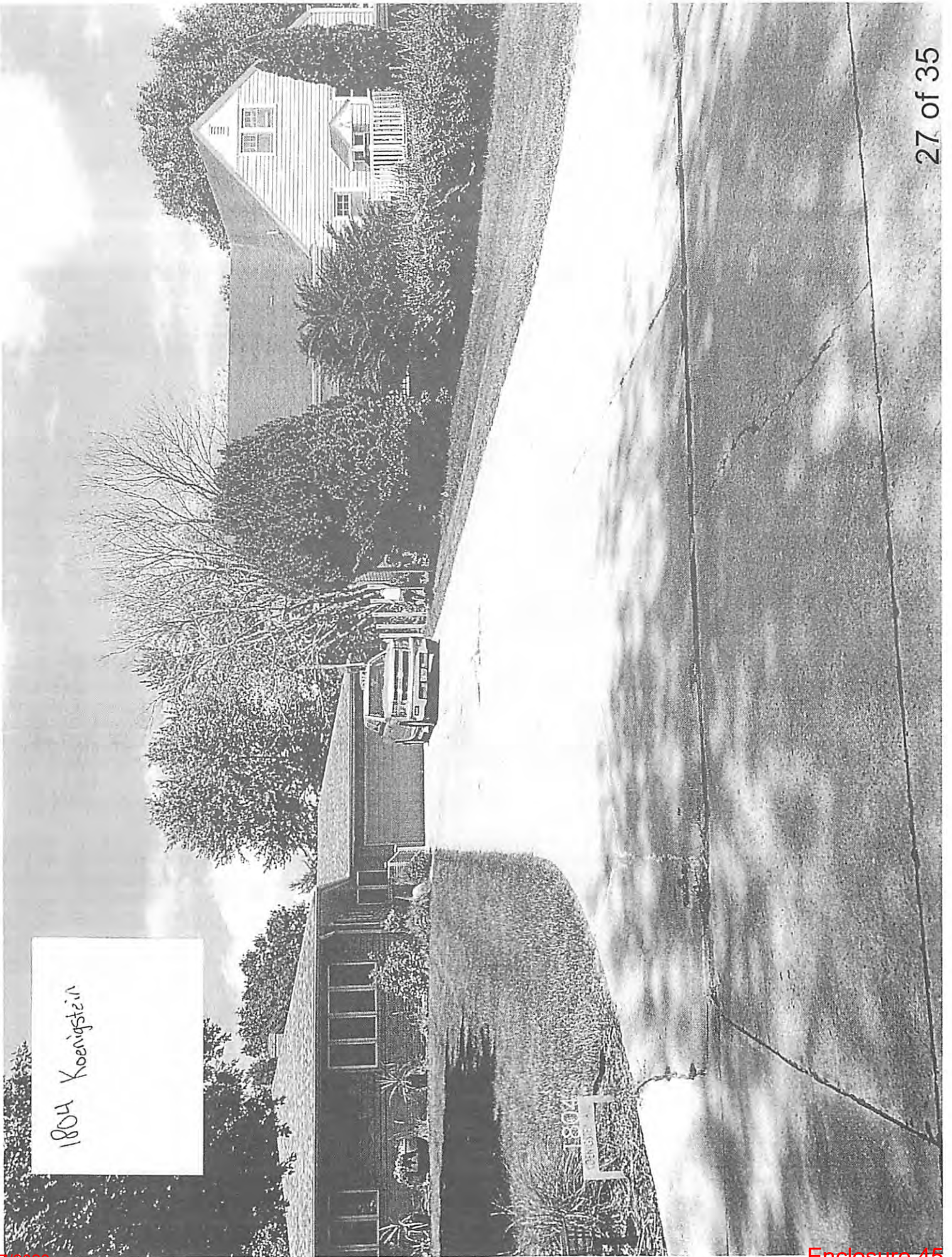




1807

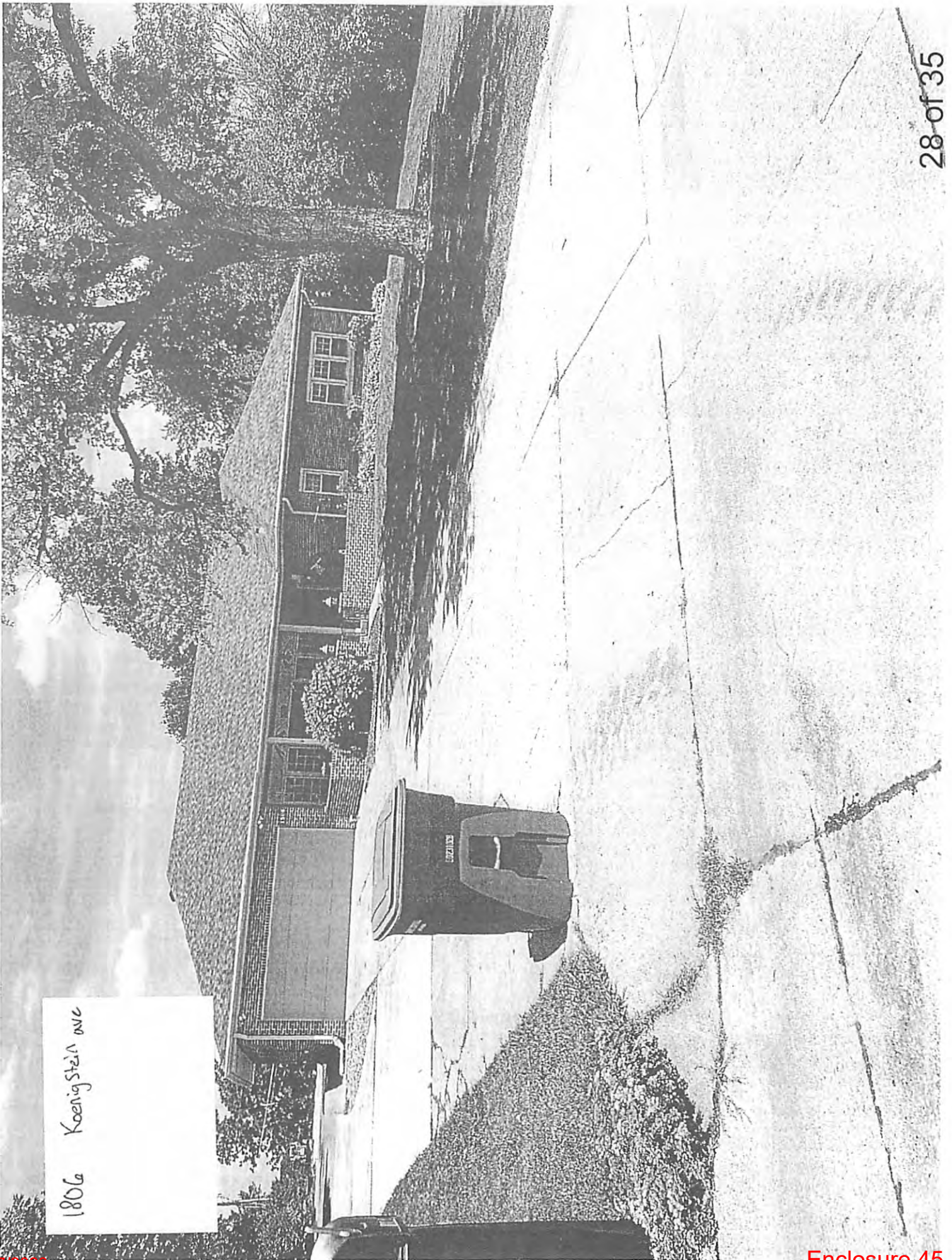
W. portion of driveway





1804 Koenigstein

1804  
Koenigstein

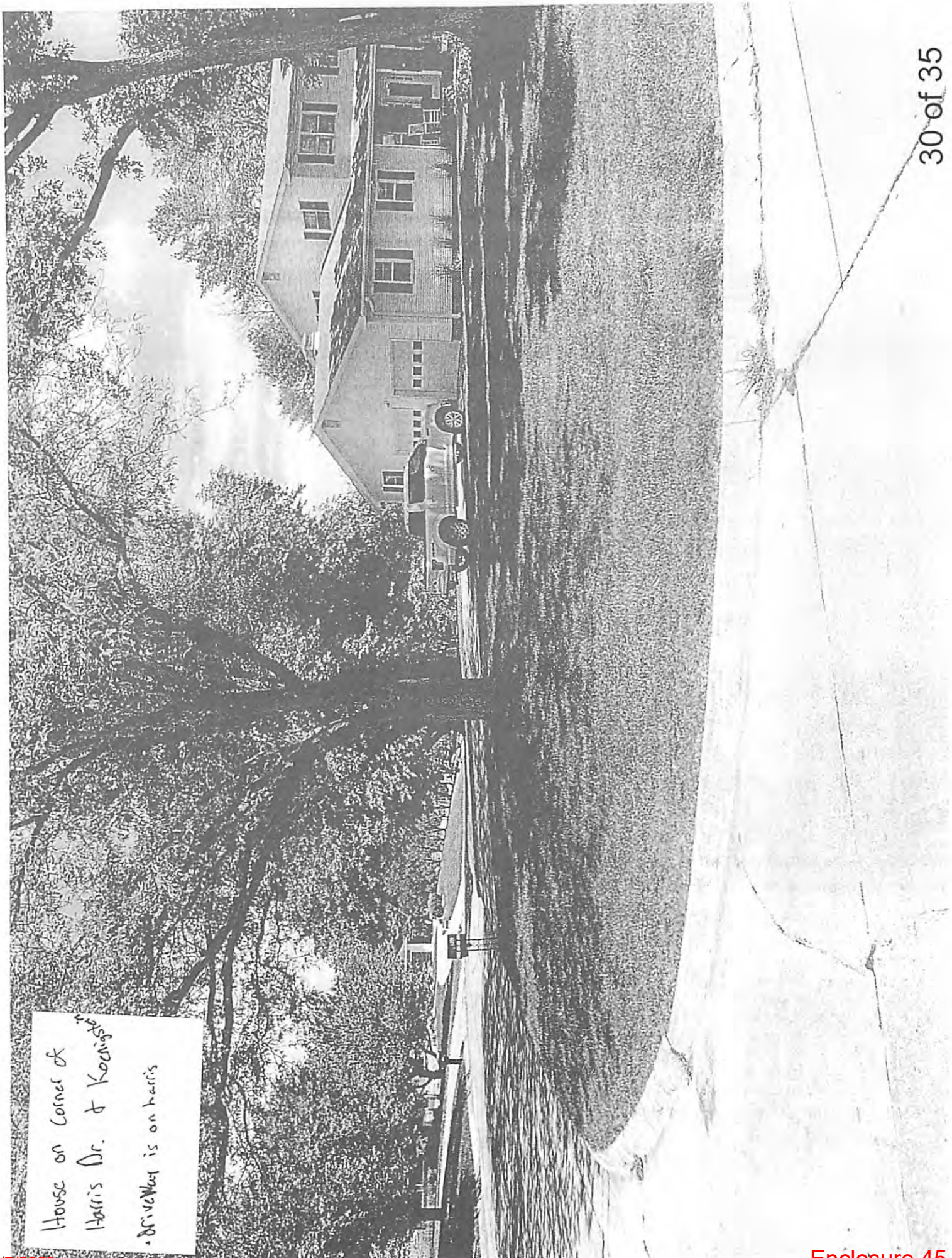


1806 Koenigstein Ave

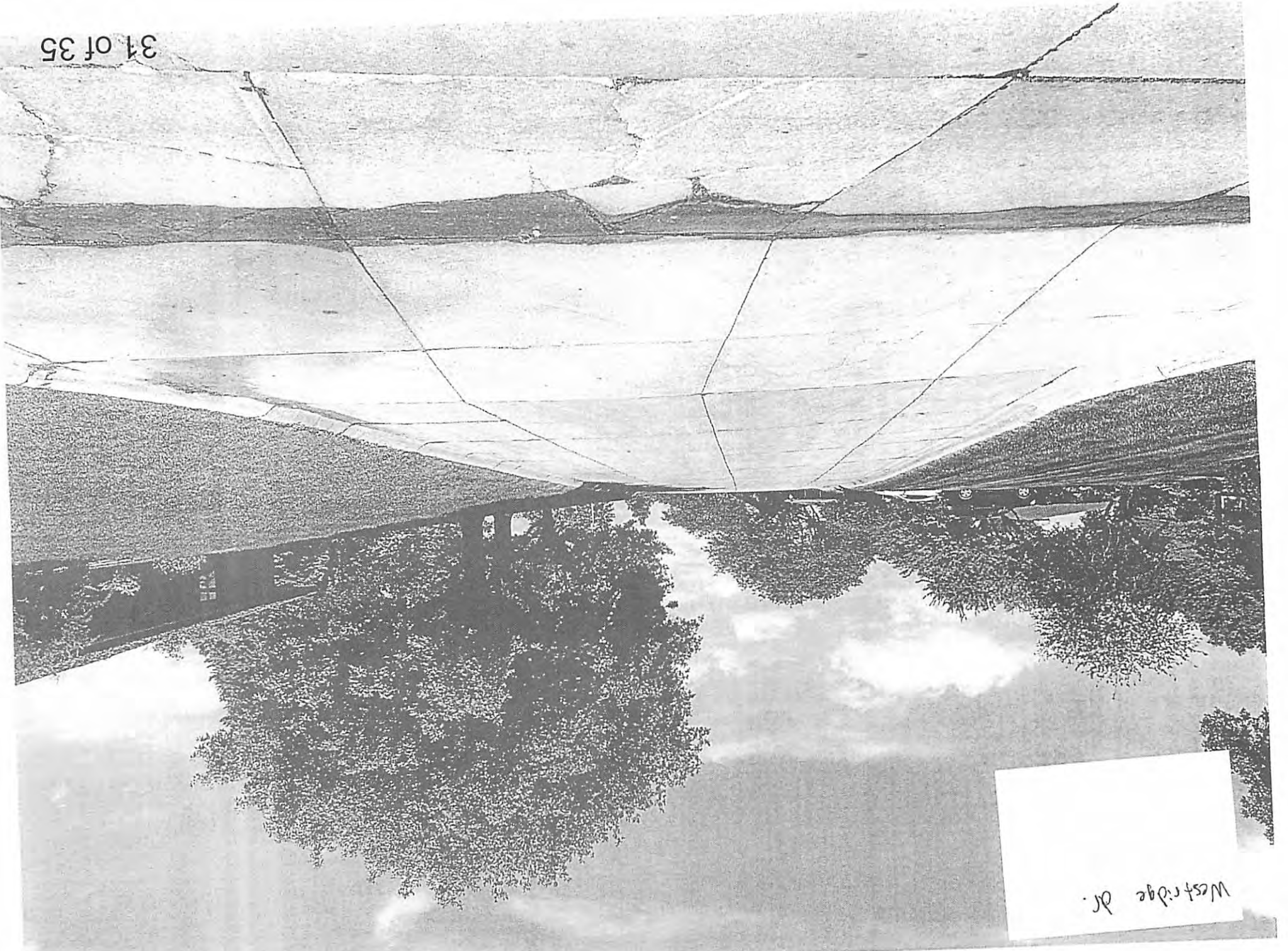
1812 Koenigstein ave



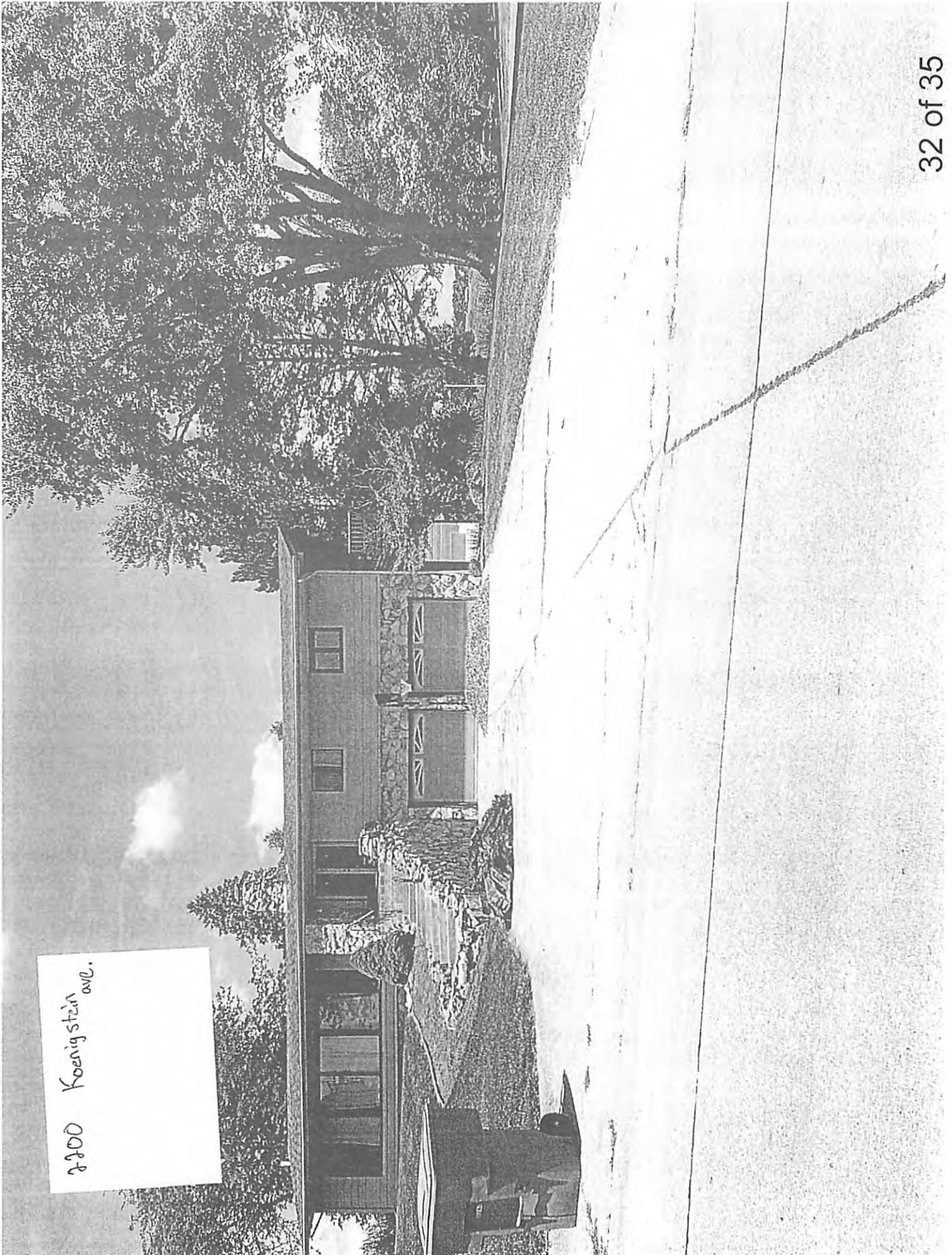
House on corner of  
Harris Dr. & Koenigsken  
- driveway is on Harris

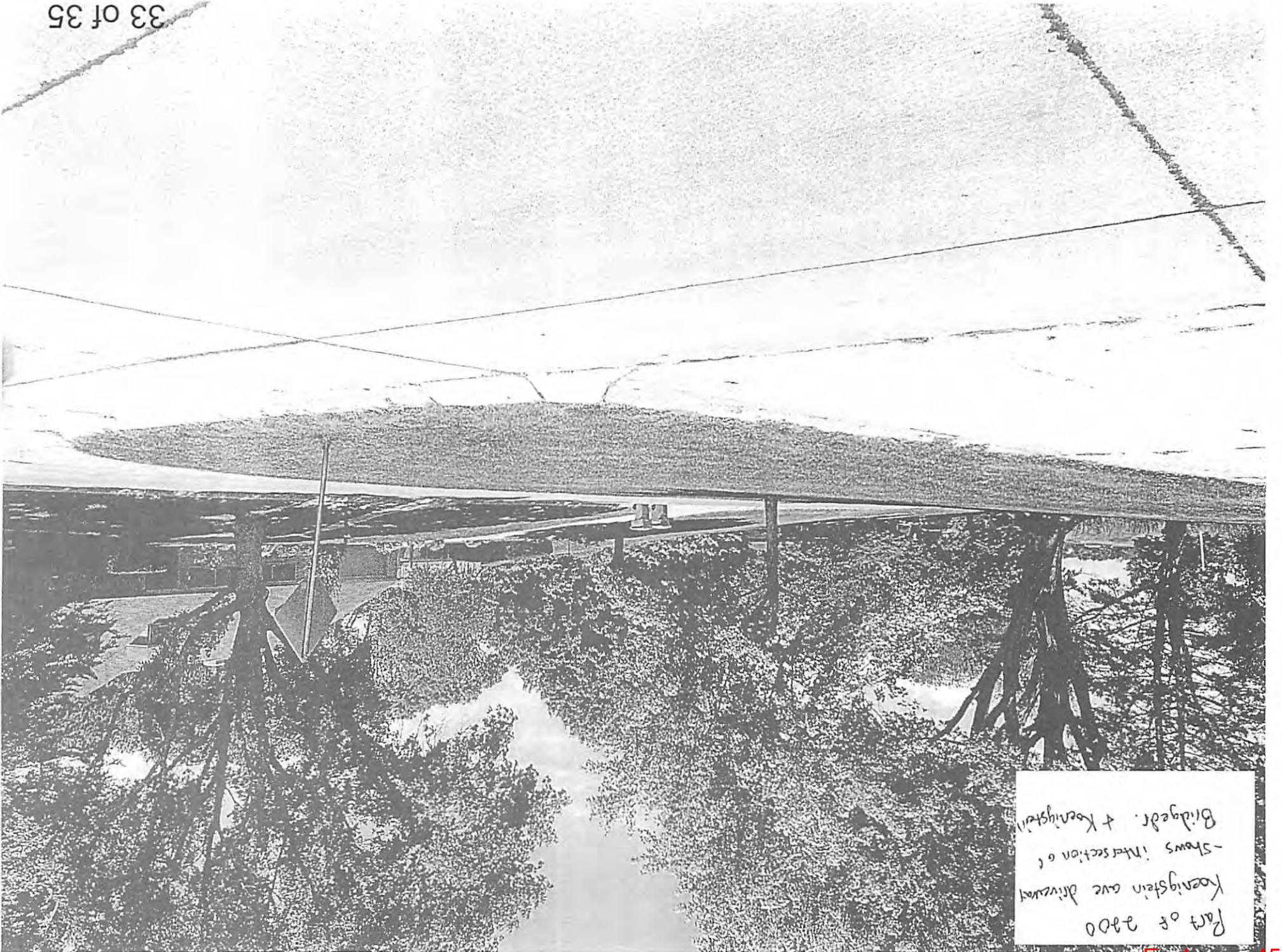


8/7/2023



Westridge Dr.



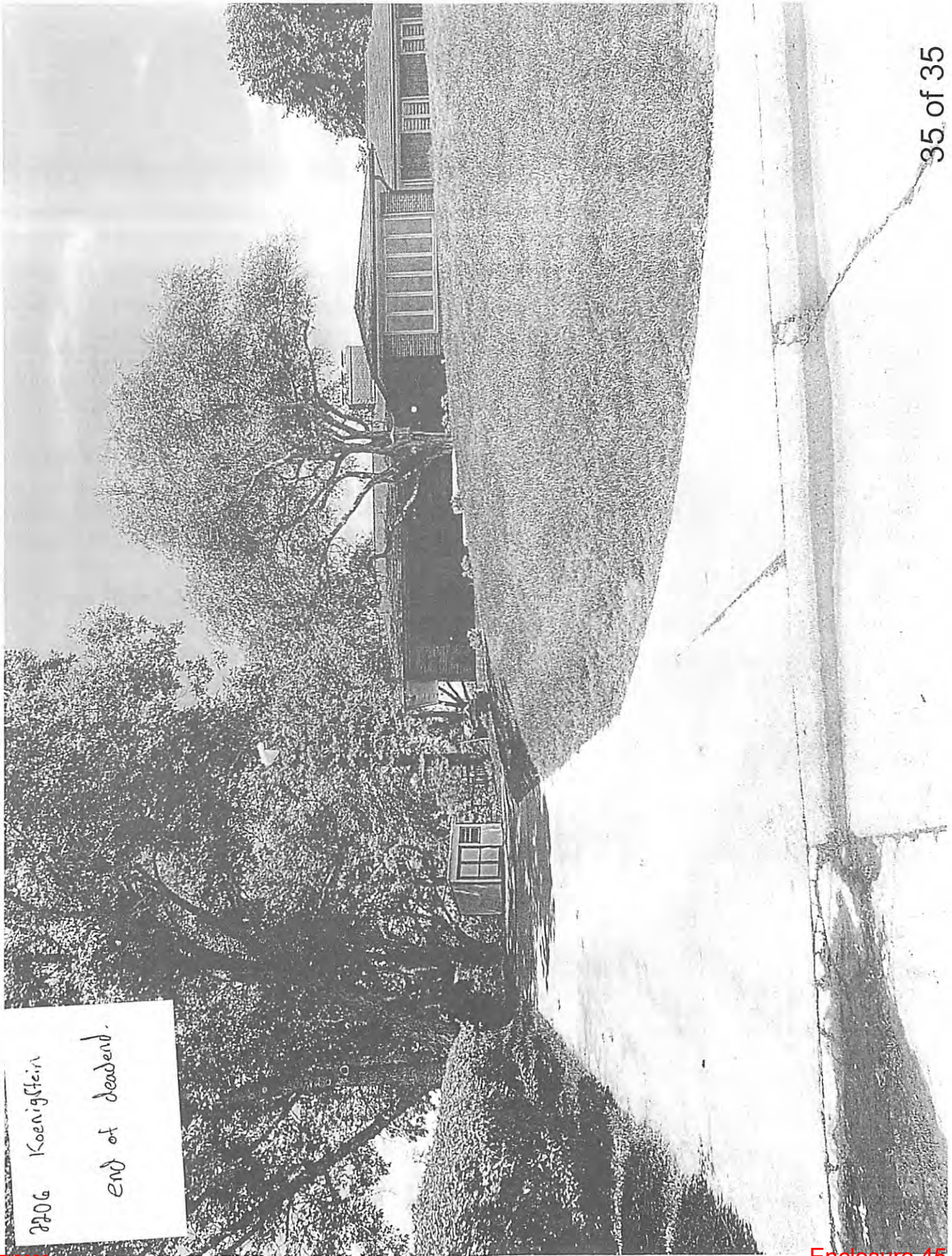


Part of 2000  
Koenigstein ave driveway  
-Shows intersection of  
Bridged. + Koenigstein

2204 Koenigstein ave.



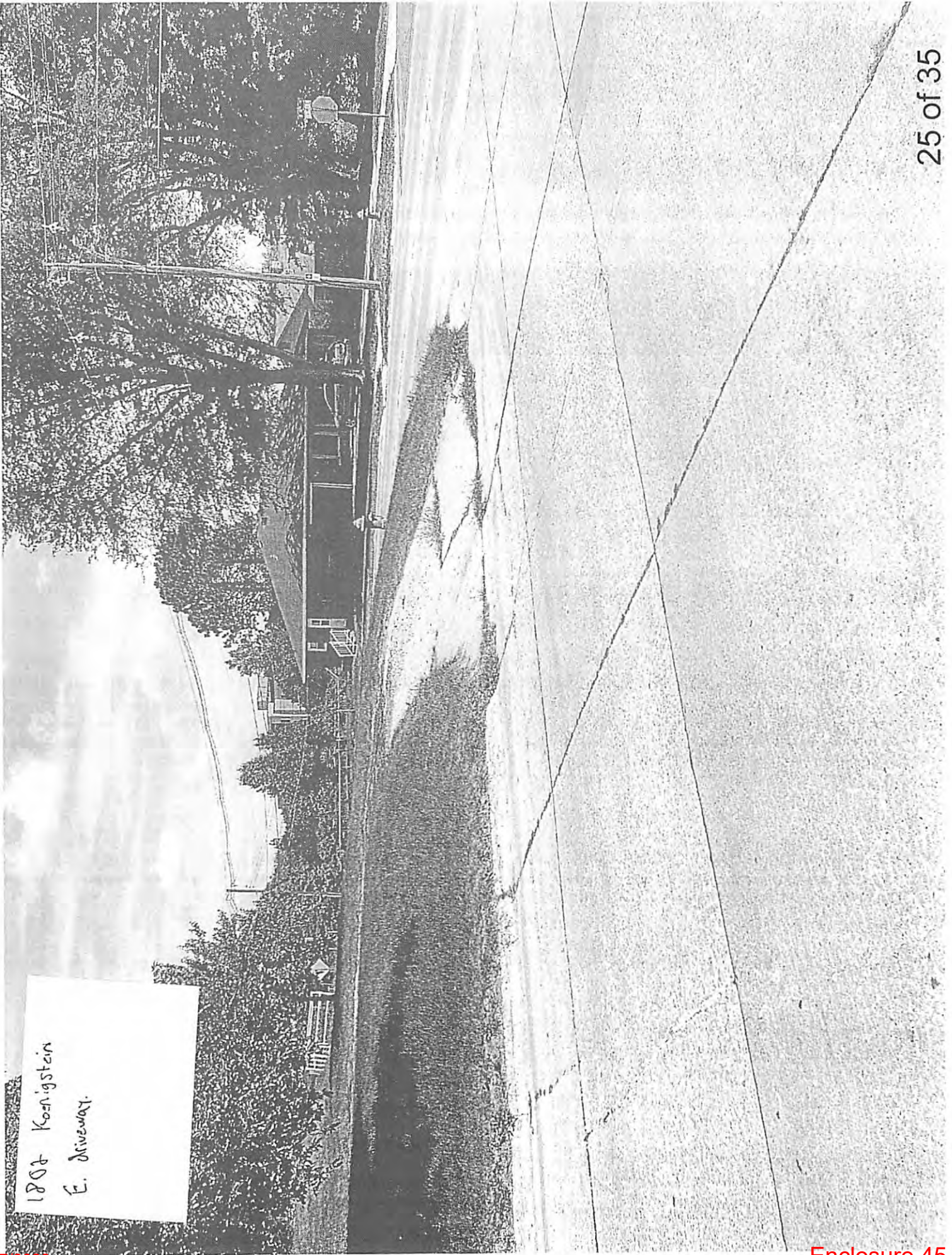




2206 Koenigstein

end of deadend.

1808 Koenigstein  
E. Divisway.



8/7/2023

July 18, 2023

Honorable Mayor  
and  
City Council

Dear Mayor and Council:

On July 18, 2023 the Norfolk Planning Commission reviewed the waiver of subdivision requirements submitted by Gretchen M Sandall.

The waiver of minimum subdivision sidewalk requirements is requested from those set out in Chapter 23-42, of the City Code of Norfolk, on property addressed as 1809 Koenigstein Ave.

The Planning Commission recommends approval of the sidewalk waiver request with a 5-0 vote.

Sincerely,



Dirk Waite, Vice-Chair  
Norfolk Planning Commission

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

RESOLUTION NO. 2023- 44

**WHEREAS**, Gretchen M Sandall, Trustee of the Gretchen M. Sandall Revocable Trust dated December 6, 2007, have filed an application for a temporary waiver of subdivision requirements outlined by the Norfolk City Code 23-48 relative to sidewalk installation on property located at 1809 Koenigstein Ave.; and

**WHEREAS**, the Norfolk Planning Commission, on the 18th day of July, 2023, reviewed the applicants' request for a temporary waiver and forwarded their recommendation to the Mayor and City Council; and

**NOW, THEREFORE**, in consideration of the above 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 Gretchen M Sandall is approved for a temporary waiver from sidewalk installation requirements detailed in the Subdivision Regulations of the Norfolk City Code, at property located at 1809 Koenigstein Ave, more particularly described as:

Lots 5, 6, 7, 14, 15, 16 and the East 29 feet of Lots 8 and 13, Leahys' Subdivision of part of Outlot "F" of the Replat of Beacon Hill Addition to Norfolk, Madison County, Nebraska; together with that part of vacated alley lying adjacent thereto.

**BE IT RESOLVED** by the Mayor and City Council that the following conditions are hereby attached to said temporary waiver as follows:

1. That said temporary waiver is in effect until sidewalks are installed in the abutting area. Any modification or extension of said temporary waiver shall have to be approved by the Mayor and City Council after recommendation by the Norfolk Planning Commission.

2. The site plan of the development shall include provisions and grading for future sidewalk installation. This area shall remain free from landscaping or other land development that would prohibit future sidewalk installation.
3. The City Council reserves the right to request the installation of sidewalks at any time, regardless of this or any other waiver.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Josh Moenning, Mayor

ATTEST:

\_\_\_\_\_  
 Brianna Duerst, City Clerk

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

Acknowledgement

State of Nebraska        }  
                                   } ss  
 County of Madison

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by

Josh Moenning, Mayor, and Brianna Duerst, City Clerk, both on behalf of the City of Norfolk, NE.

\_\_\_\_\_  
 Signature of Notary Public

\_\_\_\_\_  
 Printed Name of Notary Public

NORFOLK AIRPORT AUTHORITY  
MADISON COUNTY NEBRASKA

WHEREAS, Nebraska Statute requires all political subdivisions subject to city levy authority to submit a preliminary request for levy allocations to the city council; and

WHEREAS, the Norfolk City Council is the levy authority for the Norfolk Airport Authority;

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2023-2024:

<u>FUND</u>	<u>TAX REQUEST</u>
General Fund – Operations & Capital	\$ 814,261
General Fund – Dept. of Aeronautic Loan Pmts.	43,008
TOTAL	<u>\$ 857,269</u>

Motion by Randy Neuharth to adopt Resolution.

Seconded by Mark Davis

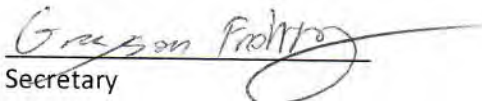
Voting yes were: Daniel Geary, Grayson Frohberg, Randy Neuharth, Doris Kingsbury, Mark Davis

Voting no were: None

Absent and Not voting:

Motion Carried: YES \_\_\_ X \_\_\_ NO \_\_\_\_\_

Dated this 26th day of July 2023.

  
Secretary

7-26-23  
Date

**NORFOLK AIRPORT AUTHORITY**  
**BUDGET 2023-2024**  
**FUND REVENUE DETAIL**

Code	Description	2020-2021 Actual Revenues	2021-2022 Actual Revenues	2022-2023 Estimated Revenues	2022-2023 Budget	2023-2024 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
	<b>Balance Brought Forward</b>	765,869	1,187,056	1,385,299	1,385,299	1,473,004	87,705	6.33%
	<b>Taxes</b>							
31101	Property Tax	648,296	715,368	757,433	740,460	840,460	100,000	13.51%
	Motor Vehicle Pro-Rate				2,044			
	<b>Total Taxes</b>	<b>648,296</b>	<b>715,368</b>	<b>757,433</b>	<b>740,460</b>	<b>840,460</b>	<b>100,000</b>	<b>13.51%</b>
	<b>Intergovernmental Revenues</b>							
34109	Miscellaneous Federal Grants	166,260	0	0	0	0	0	
	Airfield Lights & Signs AIP027/028				765,000	765,000	0	0.00%
	Pavement Rehabilitation Design Phase	0	0	0	0	540,000	540,000	100.00%
	Pandemic Relief Funds Received	92,000	59,000	0	0	0	0	0.00%
	<b>Total Intergovernmental Revenues</b>	<b>258,260</b>	<b>59,000</b>	<b>0</b>	<b>765,000</b>	<b>1,305,000</b>	<b>540,000</b>	<b>100.00%</b>
	<b>Charges for Service</b>							
36710	Fuel Sales	544,195	897,784	857,597	880,205	900,477	20,272	2.30%
	<b>Total Charges for Service</b>	<b>544,195</b>	<b>897,784</b>	<b>857,597</b>	<b>880,205</b>	<b>900,477</b>	<b>20,272</b>	<b>2.30%</b>
	<b>Rent &amp; Other Revenue</b>							
37102	Other Rental Income & Elec	96,915	106,757	129,235	105,500	147,500	42,000	39.81%
37401	Revenue from Disposal of Fixed Assets	7,250	1,000	38,800	0	0	0	0.00%
37404	Miscellaneous	62	50	1,986	0	1,000	1,000	0.00%
	<b>Total Rent &amp; Other Revenue</b>	<b>104,227</b>	<b>107,807</b>	<b>170,021</b>	<b>105,500</b>	<b>148,500</b>	<b>43,000</b>	<b>39.81%</b>
	<b>Other Interest Income</b>							
38801	Interest	4,650	2,837	20,811	3,000	24,000	21,000	700.00%
	<b>Total Other Interest Income</b>	<b>4,650</b>	<b>2,837</b>	<b>20,811</b>	<b>3,000</b>	<b>24,000</b>	<b>21,000</b>	<b>700.00%</b>
	<b>Subtotal Local Receipts</b>	<b>1,559,628</b>	<b>1,782,796</b>	<b>1,805,862</b>	<b>2,494,165</b>	<b>3,218,437</b>	<b>724,272</b>	<b>855.62%</b>
	<b>Non-Revenue Receipts</b>							
39501	Proceeds of Bond Issue - New Building	0	0	0	7,087,500	6,176,250	-911,250	-12.86%
	Proceeds of Bank Loan	0	0	0	0	0	0	0.00%
	<b>Total Non-Revenue Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,087,500</b>	<b>6,176,250</b>	<b>-911,250</b>	<b>-12.86%</b>
	<b>Total Revenue</b>	<b>1,559,628</b>	<b>1,782,796</b>	<b>1,805,862</b>	<b>9,581,665</b>	<b>9,394,687</b>	<b>-186,978</b>	<b>-1.95%</b>
	<b>Total Funds Available</b>	<b>2,325,497</b>	<b>2,969,852</b>	<b>3,191,161</b>	<b>10,966,964</b>	<b>10,867,691</b>	<b>-99,273</b>	<b>-0.91%</b>

**CITY OF NORFOLK, NE**

FUND REVENUE BUDGET CALCULATION 2023-2024

NORFOLK AIRPORT AUTHORITY  
FUND CODE:

Code Description	Amount
BALANCE BROUGHT FORWARD This is an estimate of cash balance on August 1, 2023	1,473,004
31101 PROPERTY TAX After collection fees it will be necessary to levy \$857,269.20	840,460
34109 MISCELLANEOUS FEDERAL GRANTS AIRFIELD LIGHTS & SIGNS PAVEMENT REHABILITATION DESIGN PHASE	765,000 540,000
36710 FUEL SALES	900,477
37102 OTHER & RENTAL INCOME	147,500
37404 MISCELLANEOUS	1,000
38801 INTEREST	24,000
39501 BOND ISSUANCE NE DEPT OF AERO BANK	6,176,250 0
<b>TOTAL</b>	<b><u>10,867,691</u></b>

CITY OF NORFOLK, NE



**NORFOLK AIRPORT AUTHORITY**  
**BUDGET 2023-2024**  
**DIVISION EXPENDITURE DETAIL**

<b>Code</b>	<b>Description</b>	<b>2020-2021 Actual Expenditures</b>	<b>2021-2022 Actual Expenditures</b>	<b>2022-2023 Estimated Expenditures</b>	<b>2022-2023 Budget</b>	<b>2023-2024 Budget</b>	<b>Dollar Increase (Decrease)</b>	<b>Percent Increase (Decrease)</b>
<b>Personnel Costs</b>								
11	Salaries, Wages, & Benefits	215,079	242,449	307,872	365,326	354,365	-10,961	-3.00%
15	FICA & Unemp Tax	23,181	22,739	33,214	27,947	27,109	-838	-3.00%
	<b>Total Personnel Costs</b>	<b>238,260</b>	<b>265,188</b>	<b>341,086</b>	<b>393,273</b>	<b>381,474</b>	<b>-11,799</b>	<b>-3.00%</b>
<b>Operating Supplies &amp; Materials</b>								
24	Vehicle Fuel & Lube	6,310	7,444	10,643	10,973	11,494	521	4.75%
29	Other Operating Supplies & Materials	7,739	5,454	4,829	8,697	9,132	435	5.00%
	<b>Total Operating Supplies &amp; Materials</b>	<b>14,049</b>	<b>12,898</b>	<b>15,472</b>	<b>19,670</b>	<b>20,626</b>	<b>956</b>	<b>4.86%</b>
<b>Other Operating Costs</b>								
32	Refuse Fees	4,921	5,180	7,627	5,611	8,237	2,626	46.80%
	FBO - Fuel for Resale	395,762	724,910	663,977	727,725	717,095	-10,630	-1.46%
	<b>Total Other Operating Costs</b>	<b>400,683</b>	<b>730,090</b>	<b>671,604</b>	<b>733,336</b>	<b>725,332</b>	<b>-8,004</b>	<b>-1.09%</b>
<b>Utilities &amp; Maintenance</b>								
41	Electricity	17,644	18,020	22,367	21,228	24,157	2,929	13.80%
42	Natural Gas	8,052	8,283	12,404	9,850	13,397	3,547	36.01%
	Maintenance	35,980	29,864	59,274	65,258	70,479	5,221	8.00%
	<b>Total Utilities &amp; Maintenance</b>	<b>61,676</b>	<b>56,167</b>	<b>94,045</b>	<b>96,336</b>	<b>108,033</b>	<b>11,697</b>	<b>12.14%</b>
<b>Other Administration &amp; Overhead</b>								
61	Insurance	52,922	58,517	56,267	63,834	63,834	0	0.00%
62	Telephone & Telecommunications	6,946	6,041	6,964	12,694	12,694	0	0.00%
68	Other Professional Fees	27,404	27,200	31,575	30,642	48,163	17,521	57.18%
69	Miscellaneous	18,077	34,313	32,235	29,739	37,379	7,640	25.69%
	<b>Total Administration &amp; Overhead</b>	<b>105,349</b>	<b>126,071</b>	<b>127,041</b>	<b>136,909</b>	<b>162,070</b>	<b>25,161</b>	<b>18.38%</b>
	<b>Total Operating Expenses</b>	<b>820,017</b>	<b>1,190,414</b>	<b>1,249,248</b>	<b>1,379,524</b>	<b>1,397,535</b>	<b>18,011</b>	<b>1.31%</b>

**CITY OF NORFOLK, NE**

**NORFOLK AIRPORT AUTHORITY**  
**BUDGET 2023-2024**  
**DIVISION EXPENDITURE DETAIL**

<b>Code</b>	<b>Description</b>	<b>2020-2021 Actual Expenditures</b>	<b>2021-2022 Actual Expenditures</b>	<b>2022-2023 Estimated Expenditures</b>	<b>2022-2023 Budget</b>	<b>2023-2024 Budget</b>	<b>Dollar Increase (Decrease)</b>	<b>Percent Increase (Decrease)</b>
81	Land	0	0	0	0	0	0	0.00%
82	Building & Improvements							
	Roof Replacement/Bldg Improvement	31,499	0	29,000	10,000	42,000	32,000	
	Runway Crack Fill	0	0	0	0	0	0	
	Hydraulic Door	30,450	0	0	0	0	0	
	Signage	0	0	0	0	0	0	
	Fiber Install	3,477	0	0	0	0	0	
	Total Bldg & Imp	<b>65,426</b>	<b>0</b>	<b>29,000</b>	<b>10,000</b>	<b>42,000</b>	<b>32,000</b>	<b>100.00%</b>
84	Machinery & Equipment							
	Snow Pusher	10,400	0	0	0	0	0	
	Courtesy Vehicle	14,800	0	0	0	0	0	
	Fuel Truck	0	196,270	162,050	0	0	0	
	Jet A Off Load Pump	0	0	0	6,300	0	-6,300	
	Payloader	0	0	0	250,000	250,000	0	
	Pressure Washer	0	0	4,995	5,500	0	-5,500	
	Security Cameras	0	0	10,932	0	7,300	7,300	
	Total Mach & Eqpt	<b>25,200</b>	<b>196,270</b>	<b>177,977</b>	<b>261,800</b>	<b>257,300</b>	<b>-4,500</b>	<b>-1.72%</b>
87	Infrastructure							
	New Building/Hanger & Bond Fees	0	0	0	7,087,500	1,800,000	-5,287,500	
	Fuel Tank	0	44,965	30,899	0	0	0	
	SPCC Plan	6,500	0	0	0	0	0	
	Building Planning & Design	0	32,000	19,303	0	371,576	371,576	
	Strategic Business Plan	0	50,750	19,250	0	0	0	
	Commerical Operators License	0	0	4,750	0	0	0	
	Relocate Primary Electric	0	0	12,277	0	0	0	
	Seal Coat #23	159,907	0	0	0	0	0	
	Sewer Hookup Admin Bldg	0	0	0	15,000	15,000	0	
	Airfield lights and signs AIP027/028	0	0	97,125	850,000	752,875	-97,125	
	Pavement Rehabilitation Design Phase	0	0	0	0	600,000	600,000	
	Total Infrastructure	<b>166,407</b>	<b>127,715</b>	<b>183,604</b>	<b>7,952,500</b>	<b>3,539,451</b>	<b>-4,413,049</b>	<b>-55.49%</b>
92	Debt Service							
	NE Dept of Aero	43,008	43,008	43,008	43,008	43,008	0	
	City of Norfolk - Sewer Assessment	18,383	17,930	17,484	17,500	17,063	-437	
	City of Norfolk - Water Main Assess	0	9,216	17,836	17,972	17,511	-461	
	Total Debt Service	<b>61,391</b>	<b>70,154</b>	<b>78,328</b>	<b>78,480</b>	<b>77,582</b>	<b>-898</b>	<b>-1.14%</b>
	<b>Total Expenditures</b>	<b>1,138,441</b>	<b>1,584,553</b>	<b>1,718,157</b>	<b>9,682,304</b>	<b>5,313,868</b>	<b>-4,368,436</b>	<b>-45.12%</b>
	<b>Ending Balance</b>	<b>1,187,056</b>	<b>1,385,299</b>	<b>1,473,004</b>	<b>1,284,660</b>	<b>1,177,573</b>	<b>-107,087</b>	<b>-8.34%</b>
	<b>Bond Proceeds Carryover</b>					<b>4,376,250</b>	<b>4,376,250</b>	
	<b>Total Funds Accounted For</b>	<b>2,325,497</b>	<b>2,969,852</b>	<b>3,191,161</b>	<b>10,966,964</b>	<b>10,867,691</b>	<b>-99,273</b>	<b>-0.91%</b>

CITY OF NORFOLK, NE

8/7/2023

Enclosure 46

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DIVISION EXPENDITURE BUDGET CALCULATION 2023-2024

NORFOLK AIRPORT AUTHORITY

DIVISION CODE:

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
10	<b>PERSONNEL COSTS</b>		30	<b>OTHER OPERATING COSTS</b>		60	<b>OTHER ADMIN. &amp; OVERHEAD</b>	
11	SALARIES & WAGES		32	REFUSE REES		61	INSURANCE	63,834
	Management	124,192		Operations	8,237			
	General Airport Operations			Fixed Base Operator	0	62	TELEPHONE & TELECOMMUNICATIONS	
	Personnel	116,655		FIXED REFUSE FEES	8,237		TELEPHONE	
	FBO Personnel	98,018					Operations	5,715
	Employee Benefits	15,500					Fixed Base Operator	6,979
	<b>TOTAL SALARIES &amp; WAGES</b>	<b>354,365</b>		FUEL FOR RESALE			<b>TOTAL TELEPHONE &amp; TELECOM.</b>	<b>12,694</b>
				Fuel for Resale	717,095			
15	PAYROLL TAXES			<b>TOTAL FUEL FOR RESALE</b>	<b>717,095</b>			
	\$354,265 x 7.65%	27,109				68	PROFESSIONAL FEES	
				<b>TOTAL OTHER OPER. COSTS</b>	<b>725,332</b>		Audit	23,000
	<b>TOTAL PERSONNEL COSTS</b>	<b>381,474</b>					Accountant	15,163
			40	<b>UTILITIES &amp; MAINTENANCE</b>			Attorney	10,000
20	<b>OPER. SUPPLIES &amp; MAT.</b>		41	ELECTRICITY			<b>TOTAL PROFESSIONAL FEES</b>	<b>48,163</b>
24	VEHICULAR FUEL & LUBE			Operations	21,622	69	MISCELLANEOUS	
	Operations	9,055		Fixed Base Operator	2,535		Credit Card Mach. Rent	480
	Fixed Base Operator	2,439		<b>TOTAL ELECTRICITY</b>	<b>24,157</b>		Travel & Education	11,356
	<b>TOTAL VEHICULAR FUEL &amp; LUBE</b>	<b>11,494</b>	42	NATURAL GAS			Credit Card Fees	13,634
				Operations	11,323		Advertising	2,482
29	OTHER OPER. SUPP. & MATERIALS			Fixed Base Operator	2,074		Dues/Subscriptions/Fees	5,959
	Operations	5,295		<b>TOTAL NATURAL GAS</b>	<b>13,397</b>		Other Miscellaneous	2,379
	Fixed Base Operator	3,837					Election Expense	1,089
	<b>TOT. OTHR. OPER. SUP. &amp; MAT.</b>	<b>9,132</b>		MAINTENANCE			<b>TOTAL MISCELLANEOUS</b>	<b>37,379</b>
				Other Operations	62,138			
	<b>TOT. OPER. SUPPLIES &amp; MAT.</b>	<b>20,626</b>		Fixed Base Operator	8,341		<b>TOT. OTHER ADMIN. &amp; OVHEAD</b>	<b>162,070</b>
				<b>TOTAL MAINTENANCE</b>	<b>70,479</b>			
							<b>TOTAL OPERATING EXP.</b>	<b>1,397,535</b>
				<b>TOTAL UTILITIES &amp; MAINT.</b>	<b>108,033</b>			

DIVISION EXPENDITURE BUDGET CALCULATION 2023-2024

Code	Description	Amount	Code	Description	Amount	Code	Description	Amount
80	CAPITAL OUTLAY		90	DEBT SERVICE				
81	LAND	0	91	PRINCIPAL				
				Bond Principal	0			
				Bank Hangar Project	0			
82	BUILDING & IMPROVEMENTS			City of Norfolk - Sewer Assessment	17,063			
	Roof Replacement	29,500		City of Norfolk - Water Assessment	17,511			
	Building Improvements	12,500		NE Dept of Aero	43,008			
				TOTAL PRINCIPAL	77,582			
				INTEREST & FEES				
	TOTAL BLDG. & IMPROV.	42,000	92	Bank Interest	0			
				Bond Interest & Fees	0			
84	MACHINERY & EQUIPMENT			TOTAL INTEREST & FEES	0			
	Payloader	250,000		TOTAL DEBT SERVICE	77,582			
	Security Cameras	7,300						
	TOTAL MACHINERY & EQUIP	257,300		TOTAL CAPITAL & DEBT SERVICE	3,916,333			
87	INFRASTRUCTURE			GRAND TOTAL EXPENDITURES	5,313,868			
	Airfield Lights & Signs	752,875						
	Pavement Rehab Design	600,000						
	Sewer Hookup for Admin Bldg	15,000						
	New Building Planning & Design	371,576						
	New Building/Hangar Construction	1,800,000						
	TOTAL INFRASTRUCTURE	3,539,451						
	TOTAL CAPITAL OUTLAY	3,838,751						

Norfolk Airport Authority  
Salaries & Wages 2023-2024  
4.0% COLA

	Name	Position	Hire Date	Pay Rate	EST hours	Budget 2022/23 dollars	Budget 2023/24 Dollars
1	R. Longe	Equip/Airfield Maintenance	11/14/2019	33.23	2450	\$ 78,278	\$ 87,561
1	R. McKenzie	Grounds Maintenance	9/6/2016	19.15	1220	\$ 22,460	\$ 23,363
1	R. Harmon	Seasonal	12/10/2021	20.63	160	\$ 3,174	\$ 3,301
1	New Hire	Seasonal		20.25	120	\$ 2,315	\$ 2,430
						\$ 106,227	\$ 116,655
2	J. McKenzie	General Avia Line Tech	4/27/2018	16.68	684	\$ 5,181	\$ 11,409
2	S. Fisher	General Avia Super/Line Tech	4/7/2021	24.80	2666	\$ 63,597	\$ 73,383
2	K. Warrick	General Avia Line Tech	12/17/2021	16.05	250	\$ 4,197	\$ 4,013
2	D. Rix	General Avia Line Tech	3/18/2022	14.30	0	\$ 1,845	\$ -
2	A. Schmitz	General Avia Line Tech	5/14/2022	17.07	200	\$ 1,001	\$ 3,414
2	J. Hyde	General Avia Line Tech	8/13/2022	13.65	84	\$ -	\$ 1,147
2	E. McCormick	General Avia Line Tech	10/14/2022	14.72	316	\$ -	\$ 4,652
						\$ 75,821	\$ 98,018
1	E. Mackie	Airport Manager	4/3/2023	Salary		\$ 75,744	\$ 57,200
1	J. Grashorn	Office Manager	7/1/2022	Salary		\$ 48,880	\$ 50,752
1	B. Jepsen	Marketing Coordinator	11/18/2022	Salary		\$ -	\$ 6,240
1	T. Wacter	Administration	2/9/1998	Salary		\$ 58,654	\$ 10,000
						\$ 183,278	\$ 124,192
Employee Benefits for Full Time Employees							\$ 15,500
<b>Total</b>						<b>\$ 365,326</b>	<b>\$ 354,365</b>
1	Norfolk Airport Authority						
2	Norfolk Airport Services						

**CAPITAL IMPROVEMENT PROGRAM**  
**CITY OF NORFOLK, NEBRASKA**  
 Fiscal Years 2023-2024 through 2032-2033

(2) PROJECT PRIORITY  
 A - Urgent  
 B - Necessary  
 C - Desirable

FUNDING SOURCE CODES:  
 FAA Federal Grants  
 B Bonds  
 GR General Revenue

(0) PROJ. NO.	Dept.	(1) PROJECT TITLE & DESCRIPTION	PROJECT FUNDED (Y/N)	(2) PROJECT PRIORITY	(3) TOTAL EST. PROJECT COST	(4) OUTSIDE FUNDS & SOURCES	(5) LOCAL FUNDS & SOURCES	(6) SPENT PRIOR TO 2023-2024	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
1		AIRFIELD LIGHTS & SIGNS AIP027/028	Y	A	\$ 850,000	FAA	GR	\$ 87,413 \$ 9,712	\$ 677,587 \$ 75,288					
2		FBO/ HANGAR	N	A	\$ 6,176,250	B			\$ 1,800,000	\$ 4,376,250				
3		PAVEMENT REHABILITATION RUNWAYS AND TAXIWAYS	N	A	\$ 13,500,000	FAA	GR B		\$ 540,000 \$ 60,000	\$ 11,610,000				
4		STORAGE HANGAR		B	\$ 935,556	FAA	GR				\$ 842,000 \$ 93,556			
5		FENCE AIRPORT PHASE I		C	\$ 237,600	FAA	GR					\$ 213,840 \$ 23,760		
6		T-HANGAR (6 PLACE)		B	\$ 1,400,000	FAA	GR						\$ 600,000 800,000	
7		FENCE AIRPORT PHASE II		C	\$ 237,600	FAA	GR							213,840 23,760

Norfolk Airport Authority  
 Historical Fuel Data  
 2023-2024 Budget Information

Month	100LL Per Gallon Average Margin	100LL Gallons Sold	100LL Total Average Margin	JET A Per Gallon Average Margin	JET A Gallons Sold	JET A Total Average Margin	Grand Total Average Margin
August 2020	\$ 0.62	4,543	\$ 2,817	\$ 0.84	9,082	\$ 7,629	\$ 10,446
Spetember 2020	\$ 0.62	3,634	\$ 2,253	\$ 0.97	8,521	\$ 8,265	\$ 10,518
October 2020	\$ 0.83	3,813	\$ 3,165	\$ 0.78	12,834	\$ 10,011	\$ 13,176
November 2020	\$ 0.80	4,326	\$ 3,461	\$ 0.86	8,300	\$ 7,138	\$ 10,599
December 2020	\$ 0.69	2,568	\$ 1,772	\$ 0.90	5,486	\$ 4,937	\$ 6,709
January 2021	\$ 0.67	1,919	\$ 1,286	\$ 0.79	7,120	\$ 5,625	\$ 6,911
February 2021	\$ 0.66	1,313	\$ 867	\$ 0.58	5,982	\$ 3,470	\$ 4,337
March 2021	\$ (0.19)	3,280	\$ (623)	\$ 0.77	9,219	\$ 7,099	\$ 6,476
April 2021	\$ 0.76	3,278	\$ 2,491	\$ 0.95	10,058	\$ 9,555	\$ 12,046
May 2021	\$ 0.73	2,523	\$ 1,842	\$ 0.80	11,414	\$ 9,131	\$ 10,973
June 2021	\$ 0.72	3,502	\$ 2,521	\$ 0.80	11,764	\$ 9,411	\$ 11,932
July 2021	\$ 0.73	5,000	\$ 3,650	\$ 0.85	14,041	\$ 11,935	\$ 15,585
FYE TOTAL		39,699	\$ 25,502		113,821	\$ 94,206	\$ 119,708

Month	100LL Per Gallon Average Margin	100LL Gallons Sold	100LL Total Average Margin	JET A Per Gallon Average Margin	JET A Gallons Sold	JET A Total Average Margin	Grand Total Average Margin
August 2021	\$ 0.57	3,727	\$ 2,124	\$ 0.93	20,662	\$ 19,216	\$ 21,340
Septmeber 2021	\$ 0.69	2,773	\$ 1,913	\$ 0.89	16,668	\$ 14,835	\$ 16,748
October 2021	\$ 0.55	2,328	\$ 1,280	\$ 0.71	11,206	\$ 7,956	\$ 9,236
November 2021	\$ 0.83	2,205	\$ 1,830	\$ 0.99	12,171	\$ 12,049	\$ 13,879
December 2021	\$ 0.86	2,429	\$ 2,089	\$ 1.10	12,889	\$ 14,178	\$ 16,267
January 2022	\$ 0.85	2,598	\$ 2,208	\$ 0.88	10,244	\$ 9,015	\$ 11,223
February 2022	\$ 0.54	2,152	\$ 1,162	\$ 0.78	8,111	\$ 6,327	\$ 7,489
March 2022	\$ 0.78	1,970	\$ 1,537	\$ 0.81	10,132	\$ 8,207	\$ 9,744
April 2022	\$ 0.78	2,357	\$ 1,838	\$ 0.88	12,993	\$ 11,434	\$ 13,272
May 2022	\$ 0.14	2,727	\$ 382	\$ 0.92	13,918	\$ 12,805	\$ 13,187
June 2022	\$ 0.76	2,857	\$ 2,171	\$ 0.73	9,509	\$ 6,942	\$ 9,113
July 2022	\$ 0.78	3,978	\$ 3,103	\$ 1.39	13,563	\$ 18,853	\$ 21,956
FYE TOTAL		32,101	\$ 21,637		152,066	\$ 141,817	\$ 163,454

Month	100LL Per Gallon Average Margin	100LL Gallons Sold	100LL Total Average Margin	JET A Per Gallon Average Margin	JET A Gallons Sold	JET A Total Average Margin	Grand Total Average Margin
August 2022	\$ 1.70	2,957	\$ 5,027	\$ 1.33	12,026	\$ 15,995	\$ 21,022
September 2022	\$ 1.47	3,586	\$ 5,271	\$ 1.01	11,709	\$ 11,826	\$ 17,097
October 2022	\$ 0.88	4,119	\$ 3,625	\$ 0.79	11,311	\$ 8,936	\$ 12,561
November 2022	\$ 1.14	2,141	\$ 2,441	\$ 1.07	11,329	\$ 12,122	\$ 14,563
December 2022	\$ 1.11	1,433	\$ 1,591	\$ 1.00	6,913	\$ 6,913	\$ 8,504
January 2023	\$ 0.88	2,169	\$ 1,909	\$ 0.54	9,180	\$ 4,957	\$ 6,866
February 2023	\$ 0.87	2,062	\$ 1,794	\$ 1.13	12,184	\$ 13,768	\$ 15,562
March 2023	\$ 0.93	2,604	\$ 2,422	\$ 1.64	9,498	\$ 15,577	\$ 17,999
April 2023	\$ 0.92	2,798	\$ 2,574	\$ 1.47	10,999	\$ 16,169	\$ 18,743
May 2023	\$ 0.91	3,542	\$ 3,223	\$ 1.47	13,181	\$ 19,376	\$ 22,599
June 2023	\$ 0.82	3,428	\$ 2,811	\$ 1.23	12,387	\$ 15,236	\$ 18,047
July 2023							
FYE TOTAL		30,839	\$ 32,688		120,717	\$ 140,875	\$ 173,563

Norfolk Airport Authority  
 Additional Budget Info  
 2023-2024

Proceeds

	Fiscal Year				Fiscal Year
	8-1-18 to	8-1-19 to	8-1-20 to	8-1-21 to	to Date
	7-31-19	7-31-20	7-31-21	7-31-22	8-1-22 to
					4-30-23
Hangar Rent & Utilities	\$ 53,600	\$ 51,394	\$ 57,178	\$ 58,867	\$ 61,195
Other Rent	\$ -	\$ -	\$ -	\$ -	\$ 6,400
Land Leases, Hangar Leases & Permits	\$ 76,371	\$ 53,194	\$ 39,737	\$ 46,604	\$ 47,350
Hangar Repairs	\$ (3,072)	\$ (916)	\$ (88)	\$ (188)	\$ (2,463)
Total Rent Receipts (Disbursements) - Net	\$ 126,899	\$ 103,672	\$ 96,827	\$ 105,283	\$ 112,482
Madison County Tax Receipts	\$ 624,713	\$ 647,573	\$ 648,296	\$ 715,368	\$ 403,119
Cares Act Grant	\$ -	\$ -	\$ 92,000	\$ 59,000	\$ -
Operating Cash Receipts - Other	\$ 4,696	\$ 7,345	\$ 4,712	\$ 5,176	\$ 16,606
Operating Disbursements	\$ (319,073)	\$ (322,566)	\$ (320,497)	\$ (335,001)	\$ (266,707)
Total Operating Receipts (Disbursements) - Net	\$ 310,336	\$ 332,352	\$ 424,511	\$ 444,543	\$ 153,018
FBO Receipts	\$ 649,103	\$ 530,390	\$ 544,195	\$ 897,784	\$ 718,530
FBO Disbursements	\$ (591,665)	\$ (474,591)	\$ (499,432)	\$ (855,225)	\$ (679,771)
FBO Equipment Proceeds (Purchases)	\$ (14,360)	\$ -	\$ -	\$ (241,235)	\$ (40,174)
Total FBO Receipts (Disbursements) - Net	\$ 43,078	\$ 55,799	\$ 44,763	\$ (198,676)	\$ (1,415)
<b>Capital Projects</b>					
NE Dept of Aeronautics Loan Proceeds (Payments)	\$ (43,008)	\$ (43,008)	\$ (43,008)	\$ (43,008)	\$ (32,256)
Dept of Aeronautics Project Rembursements (Payments)	\$ (363,229)	\$ 75,027	\$ (147)	\$ -	\$ (90,600)
Bank Loan Proceeds (Payments)	\$ -	\$ (1,225)	\$ -	\$ -	\$ -
Bond Principal and Interest Paid	\$ (67,990)	\$ (66,024)	\$ -	\$ -	\$ -
City of Norfolk Sewer Assessment Payments	\$ (19,196)	\$ (18,770)	\$ (18,383)	\$ (17,930)	\$ (17,484)
City of Norfolk Water Assessment Payments	\$ -	\$ -	\$ -	\$ (9,216)	\$ (17,836)
Equipment Proceeds (Purchases)	\$ (14,200)	\$ (105,769)	\$ (48,400)	\$ -	\$ (14,927)
New Building	\$ (13,107)	\$ -	\$ -	\$ (32,000)	\$ (37,303)
G3 Hangar Proceeds	\$ 43,200	\$ -	\$ -	\$ -	\$ -
Building Repairs & Improvements	\$ -	\$ -	\$ (34,976)	\$ -	\$ (11,000)
Strategic Business Plan Payments	\$ -	\$ -	\$ -	\$ (50,750)	\$ (19,250)
Commercial Operator Apolication Payments	\$ -	\$ -	\$ -	\$ -	\$ (4,750)
	\$ (477,530)	\$ (159,769)	\$ (144,914)	\$ (152,904)	\$ (245,406)
Net Change in Cash	\$ 2,783	\$ 332,054	\$ 421,187	\$ 198,246	\$ 18,679