

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, August 21, 2023
5:30 p.m.

Created 8/17/2023 1:41 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 21, 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.



Brianna Duerst
City Clerk

Publish (August 16, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
August 21, 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. **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 August 7, 2023 City Council meeting. **Motion**
8. Keno comparison for July 2023 **Motion**
9. Consideration of Resolution No. 2023-45 approving the final allocation of levy authority for the Offstreet Parking District for fiscal year 2023-2024 allowing the District to levy a property tax of \$110,785 not to exceed \$.35 per hundred dollars of assessed valuation. **Resolution 2023-45**
10. Consideration of Resolution No. 2023-46 approving the final allocation of levy authority for the Norfolk Airport Authority for fiscal year 2023-2024 allowing the Norfolk Airport Authority to levy a property tax of \$857,269. **Resolution 2023-46**

11. Consideration of approval of an easement agreement between Scott D. Stevens, Trustee of the Douglas and Becky Stevens Revocable Family Trust and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 702 West Michigan Avenue. **Motion**
12. Consideration of approval of an agreement with Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, to close designated portions of City streets to conduct their annual parade on Saturday, September 23, 2023 from 8:00 a.m. to 1:00 p.m. **Motion**
13. Consideration of approval of an agreement with Liberty Centre Services, Inc., a Nebraska Nonprofit Corporation, allowing them to use portions of City streets, sidewalks, and trails for a Color Your Recovery 5K/10K Color Run/Walk event on Saturday, September 16, 2023. **Motion**
14. Consideration of approval of an agreement with Disc Gauntlet LLC, a Nebraska Limited Liability Company, to use the disc golf course in Ta-Ha-Zouka Park to hold a "Battle at the North Fork" disc golf tournament on Saturday, September 9, 2023. **Motion**
15. Consideration of approval of an agreement with Chase Gartner and Russ Fadling, individually and collectively doing business as Elkhorn Valley Hunting Retriever Club, allowing the use of City property located in the 3000 block of West Omaha Avenue on the north side of the road, for a simulated and judged waterfowl hunt event with a land and water series with trained dogs and handlers, on Saturday and Sunday, August 26-27, 2023. **Motion**
16. Consideration of approval of an agreement with the Norfolk Area Chamber of Commerce Foundation, a Nebraska Nonprofit Corporation, allowing the temporary closure of designated streets and alleys to hold an Oktoberfest event which includes but is not limited to the closure of a portion of South 7th Street and adjoining alley between Norfolk Avenue and Madison Avenue, closure of a portion of Norfolk Avenue, alcohol on a public street, and vendors from Wednesday, September 20, 2023 through Sunday, September 24, 2023. **Motion**
17. Consideration of approval of a Special Designated Liquor License Norfolk Area Chamber of Commerce Foundation, to serve beer and wine at 609 West Norfolk Avenue on September 22, 2023 from 4:00 p.m. to 1:00 a.m. and September 23, 2023 from 12:00 p.m. to 1:00 a.m. for an Oktoberfest event. **Motion**
18. Consideration of approval of a Special Designated Liquor License for Sacred Heart Church, to serve beer, wine and distilled spirits at 2301 Madison Avenue on October 7, 2023 from 5:00 p.m. to 1:00 a.m. for a Spirit gala fundraiser. **Motion**
19. Consideration of approval to issue letters to the property owners at 2107 Taylor Avenue and 815 Wood Street to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**

- 20. Consideration of Resolution No. 2023-47 approving the final plat of Tunink's Addition. **Resolution 2023-47**
- 21. Consideration of approval to advertise for VPD snow removal. **Motion**
- 22. Consideration of approval of all bills on file. **Motion**

PUBLIC HEARINGS AND RELATED ACTION

- 23. Public hearing to consider a request from Garth & Krista Ferris to consider a zone change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave.
- 24. Consideration of Ordinance No. 5841 approving a zone change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave. **Ordinance No. 5841**
- 25. Consideration of Resolution No. 2023-48 approving the final plat of Ferris-Kielty Addition. **Resolution 2023-48**
- 26. Public hearing to consider a request from Roger L. Bader, Kirk M. Bader, & Jackie A. Mayer and Elkhorn Valley Bank & Trust, to consider a zone change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2507 Westside Ave.
- 27. Consideration of Ordinance No. 5842 approving zoning change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2607 Westside Ave. **Ordinance No. 5842**
- 28. Consideration of Resolution No.2023-49 approving the final plat of Elkhorn Valley Bank & Trust - Bader Addition. **Resolution 2023-49**
- 29. Public hearing to consider a request from Double TV Properties, LLC, to consider a zoning change from R-3 (Multiple Family Residential District), C-1 (Local Business District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 701 S. 13th St., 707 S. 13th St. and 1229 W Pasewalk Ave.
- 30. Consideration of Ordinance No. 5843 approving a zoning change from R-3 (Multiple Family Residential District), C-1 (Local Business District) to C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 701 S. 13th St, 707 S 13th St. and 1229 W. Pasewalk Ave. **Ordinance No. 5843**
- 31. Consideration of Resolution No. 2023-50 approving the final plat of Burger King's Addition. **Resolution 2023-50**
- 32. Public hearing to consider a request of Braasch Avenue, LLC, to consider a zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 300 W Braasch

33. Consideration of Ordinance No. 5844 approving zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 300 W Braasch Ave **Ordinance No. 5844**

REGULAR AGENDA

34. Consideration of approval of an agreement with Union Pacific Railroad Company to accept the donation to the City of the railroad bridge located northwest of 309 North 1st Street. **Motion**
35. Consideration of approval of an agreement with DACO Construction Co., Inc., a Nebraska Corporation, to relocate the retired railroad bridge that crosses the North Fork of the Elkhorn River downstream, to an area approximately 300' west of North 1st Street near the walking trail that connects to Johnson Park where the Bridge will be placed on a new foundation and modified for use as a pedestrian walkway over the North Fork of the Elkhorn River. **Motion**
36. Consideration of approval of Resolution 2023-51 to approve a grant application to the Land and Water Conservation Fund (LWCF) of the Nebraska Game and Parks Commission in the amount of \$400,000 to add a fourth softball field at Ta-Ha-Zouka Park. **Resolution 2023-51**
37. Consideration of approval of an agreement with the State of Nebraska Department of Natural Resources for a grant in the amount of \$2,000,000 to help fund projects in Johnson Park. **Motion**
38. Consideration of Ordinance No. 5845 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed \$3,800,000 for Paving Districts 520 and 521, Sewer District 255, and Water District 128. **Ordinance No. 5845**
39. Consideration of Resolution No. 2023-52 approving sidewalk waiver requested by Clausen Air Holdings, LLC for property located at 711 S 37th St. **Resolution 2023-52**
40. Consideration of an addendum to the interlocal agreement between Madison County and the City of Norfolk to fund economic development operations. **Motion**
41. Consideration of Ordinance No. 5846 amending Section 2-5 of the City Code to update building, electrical, mechanical and plumbing permit fees; and to update water, sewer, and wastewater rates. This Ordinance has an operative date of October 1, 2023. **Ordinance No. 5846**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
August 21, 2023

CALL TO ORDER

1. 5:30 p.m. - call meeting to order
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4. Roll call

RECOMMENDED ACTIONS

- | | |
|--|---------------|
| 5. Approval of consent agenda.
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. | Motion |
| 6. Approval of full agenda. | Motion |

CONSENT AGENDA

- | | |
|---|---------------------------|
| 7. Consideration of approval of the minutes of the August 7, 2023 City Council meeting.

See Enclosure 7. | Motion |
| 8. Keno comparison for July 2023

Keno commissions for July 2023 are \$45,361.70, which is down \$1,511.55 or 3.22% from last July. Year-to-date commissions are down \$76,767.27, or 13.54%.

See Enclosure 8. | Motion |
| 9. Consideration of Resolution No. 2023-45 approving the final allocation of levy authority for the Offstreet Parking District for fiscal year 2023-2024 allowing the District to levy a property tax of \$110,785 not to exceed \$.35 per hundred dollars of assessed valuation. | Resolution 2023-45 |

State Statutes require by September 1 the City Council adopt a resolution determining the final allocation of levy authority to political subdivisions subject to municipal responsibility for levying such taxes. The Offstreet Parking District Board of Directors adopted Resolution No. 2023-1 on July 20, 2023 declaring its intent to submit to the City Council a preliminary request for levy allocation of \$110,785. Resolution No. 2023-45 grants the Offstreet Parking District \$110,785 in property tax not to exceed 35 cents per \$100 of assessed valuation.

State Statutes require County Assessors certify valuations of political subdivisions by August 20. At the time this resolution was prepared, the assessed valuation of the Offstreet Parking District was not known. The City's Finance Officer is authorized by this resolution to calculate the actual levy rate, not to exceed the statutory maximum levy rate of 35 cents per \$100 of assessed valuation, once the assessed valuation of the Offstreet Parking District is known.

See Enclosure 9.

10. Consideration of Resolution No. 2023-46 approving the final allocation of levy authority for the Norfolk Airport Authority for fiscal year 2023-2024 allowing the Norfolk Airport Authority to levy a property tax of \$857,269. **Resolution 2023-46**

Included in the agenda packet is the July 26, 2023 resolution of the Norfolk Airport Authority requesting this property tax levy allocation of \$857,269, compared to \$755,269 for fiscal year 2022-2023, an increase of \$102,000. Also included in the agenda packet is the Airport Authority's budget.

See Enclosure 10.

11. Consideration of approval of an easement agreement between Scott D. Stevens, Trustee of the Douglas and Becky Stevens Revocable Family Trust and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 702 West Michigan Avenue. **Motion**

This temporary easement located along 702 West Michigan Avenue allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 11.

12. Consideration of approval of an agreement with Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, to close designated portions of City streets to conduct their annual parade on Saturday, September 23, 2023 from 8:00 a.m. to 1:00 p.m. **Motion**

The Norfolk Lions Club has requested permission to conduct its annual parade on Saturday, September 23, 2023. Riverside Boulevard from Benjamin Avenue to Elm Avenue will be used as the staging area. The route of the parade will be south on Riverside Boulevard/4th Street to Madison Avenue, west on Madison Avenue to 5th Street, and north on 5th Street to Walnut Avenue.

See Enclosure 12.

13. Consideration of approval of an agreement with Liberty Centre Services, Inc., a Nebraska Nonprofit Corporation, allowing them to use portions of City streets, sidewalks, and trails for a Color Your Recovery 5K/10K Color Run/Walk event on Saturday, September 16, 2023. **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement with Disc Gauntlet LLC, a Nebraska Limited Liability Company, to use the disc golf course in Ta-Ha-Zouka Park to hold a "Battle at the North Fork" disc golf tournament on Saturday, September 9, 2023. **Motion**

See Enclosure 14.

15. Consideration of approval of an agreement with Chase Gartner and Russ Fadling, individually and collectively doing business as Elkhorn Valley Hunting Retriever Club, allowing the use of City property located in the 3000 block of West Omaha Avenue on the north side of the road, for a simulated and judged waterfowl hunt event with a land and water series with trained dogs and handlers, on Saturday and Sunday, August 26-27, 2023. **Motion**

See Enclosure 15.

16. Consideration of approval of an agreement with the Norfolk Area Chamber of Commerce Foundation, a Nebraska Nonprofit Corporation, allowing the temporary closure of designated streets and alleys to hold an Oktoberfest event which includes but is not limited to the closure of a portion of South 7th Street and adjoining alley between Norfolk Avenue and Madison Avenue, closure of a portion of Norfolk Avenue, alcohol on a public street, and vendors from Wednesday, September 20, 2023 through Sunday, September 24, 2023. **Motion**

See Enclosure 16.

17. Consideration of approval of a Special Designated Liquor License Norfolk Area Chamber of Commerce Foundation, to serve beer and wine at 609 West Norfolk Avenue on September 22, 2023 from 4:00 p.m. to 1:00 a.m. and September 23, 2023 from 12:00 p.m. to 1:00 a.m. for an Oktoberfest event. **Motion**

See Enclosure 17.

18. Consideration of approval of a Special Designated Liquor License for Sacred Heart Church, to serve beer, wine and distilled spirits at 2301 Madison Avenue on October 7, 2023 from 5:00 p.m. to 1:00 a.m. for a Spirit gala fundraiser. **Motion**

See Enclosure 18.

19. Consideration of approval to issue letters to the property owners at 2107 Taylor Avenue and 815 Wood Street to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**

The Engineering Division was notified and has inspected the sidewalks at 2107 Taylor Avenue and 815 Wood Street. Staff had discussions with the property owner about the portion of their sidewalks that need repair. Staff recommends providing written notice to the respective property owners according to Section 22-23 of the City Code.

See Enclosure 19.

20. Consideration of Resolution No. 2023-47 approving the final plat of Tunink's Addition. **Resolution 2023-47**

See Enclosure 20.

21. Consideration of approval to advertise for VPD snow removal. **Motion**

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

PUBLIC HEARINGS AND RELATED ACTION

23. Public hearing to consider a request from Garth & Krista Ferris to consider a zone change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave.

See Enclosure 23.

24. Consideration of Ordinance No. 5841 approving a zone change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave. **Ordinance No. 5841**
- See Enclosure 24.
25. Consideration of Resolution No. 2023-48 approving the final plat of Ferris-Kielty Addition. **Resolution 2023-48**
- See Enclosure 25.
26. Public hearing to consider a request from Roger L. Bader, Kirk M. Bader, & Jackie A. Mayer and Elkhorn Valley Bank & Trust, to consider a zone change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2507 Westside Ave.
- See Enclosure 26.
27. Consideration of Ordinance No. 5842 approving zoning change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2607 Westside Ave. **Ordinance No. 5842**
- See Enclosure 27.
28. Consideration of Resolution No.2023-49 approving the final plat of Elkhorn Valley Bank & Trust - Bader Addition. **Resolution 2023-49**
- See Enclosure 28.
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- See Enclosure 30.

31. Consideration of Resolution No. 2023-50 approving the final plat of Burger King's Addition. **Resolution 2023-50**
- See Enclosure 31.
32. Public hearing to consider a request of Braasch Avenue, LLC, to consider a zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 300 W Braasch
- See Enclosure 32.
33. Consideration of Ordinance No. 5844 approving zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 300 W Braasch Ave **Ordinance No. 5844**
- See Enclosure 33.

REGULAR AGENDA

34. Consideration of approval of an agreement with Union Pacific Railroad Company to accept the donation to the City of the railroad bridge located northwest of 309 North 1st Street. **Motion**
- See Enclosure 34.
35. Consideration of approval of an agreement with DACO Construction Co., Inc., a Nebraska Corporation, to relocate the retired railroad bridge that crosses the North Fork of the Elkhorn River downstream, to an area approximately 300' west of North 1st Street near the walking trail that connects to Johnson Park where the Bridge will be placed on a new foundation and modified for use as a pedestrian walkway over the North Fork of the Elkhorn River. **Motion**
- There is no cost to the City. DACO Construction is relocating the old railroad bridge at their expense as a contribution to the River Restoration and Johnson Park Improvement project.
- See Enclosure 35.
36. Consideration of approval of Resolution 2023-51 to approve a grant application to the Land and Water Conservation Fund (LWCF) of the Nebraska Game and Parks Commission in the amount of \$400,000 to add a fourth softball field at Ta-Ha-Zouka Park. **Resolution 2023-51**

We are seeking an LWCF grant to make additional improvements to our softball complex at Ta-Ha-Zouka Park. Using our existing project funds for a new restroom, locker rooms and indoor batting cages, we would like to add a new softball field. The objective is to have a separate adult league softball complex and a separate fast pitch softball complex. This will allow for more tournaments and equal playing options and facilities for all softball clubs in Norfolk. The funds will go towards improving backstops, restroom facilities, ADA access and adding a new softball field, increasing the number of softball fields within the complex from three to four fields. We are leveraging our current \$1,633,000 investment as a match for an additional \$400,000 grant option to add a fourth field. This also falls within the Ta-Ha-Zouka master plan completed in 2022.

See Enclosure 36.

37. Consideration of approval of an agreement with the State of Nebraska Department of Natural Resources for a grant in the amount of \$2,000,000 to help fund projects in Johnson Park. **Motion**

Attached is the State Of Nebraska American Rescue Plan Act Of 2021 Funds Grant Award Agreement with the State of Nebraska Department of Natural Resources for a grant to help fund projects in Johnson Park. This includes \$265,000 towards the outdoor ice rink, \$425,000 towards the splash pad fountain, \$475,000 towards the pedestrian bridge, \$60,000 for wayfinding signage, \$50,000 for landscaping, \$325,000 for a nature playground, \$100,000 towards gatehouse improvements, \$300,000 towards a concessions area with a restroom near the sports court and upper park area. The total grant awarded is \$2,000,000.

See Enclosure 37.

38. Consideration of Ordinance No. 5845 authorizing issuance of special assessment bond anticipation notes in the principal amount not to exceed \$3,800,000 for Paving Districts 520 and 521, Sewer District 255, and Water District 128. **Ordinance No. 5845**

This note issue provides \$271,642 to pay for improvements in Paving District 520 Walters 14th Addition, \$2,418,838 for improvements in Paving District 521 Norfolk 140 Subdivision, \$268,382 for improvements in Sewer District 255 Norfolk 140 Subdivision, and \$344,915 for improvements in Water District 128 Norfolk 140 Subdivision. Note issue costs and interest are added to these amounts to result in a total note issue expected to be \$3,695,000 as shown on the enclosed sources and uses of funds. The ordinance authorizes a maximum issue size of \$3,800,000 and a maximum true interest cost of 5.75%. The notes will be marketed shortly after the Council meeting. The ordinance provides for the final interest rate, true interest cost, and aggregate principal amount to be

determined in a written designation to be signed by the Mayor or Finance Officer at a later date. The general obligation portion of this note issue is approximately 11%, which will be funded with property tax, the remaining 89% will be funded with special assessments.

Staff recommends passage of the ordinance on all three readings so the debt issue can close prior to the end of the City's fiscal year.

See Enclosure 38.

39. Consideration of Resolution No. 2023-52 approving sidewalk waiver requested by Clausen Air Holdings, LLC for property located at 711 S 37th St. **Resolution 2023-52**

See Enclosure 39.

40. Consideration of an addendum to the interlocal agreement between Madison County and the City of Norfolk to fund economic development operations. **Motion**

Representatives from Madison County requested amendments to the 2013 Interlocal Agreement for Funding for economic development activities between Madison County and the City of Norfolk to address the following:

- Establish a maximum economic development fund balance of \$100,000.
- Establish mechanisms for the reduction of annual contributions for Madison County and the City of Norfolk if the economic development fund balance exceeds \$100,000.
- Reset annual contributions to 1) reduce the current fund balance during FY 2023-24, and 2) establish parameters for annual funding for 2024-25 and subsequent years.
- Adjust annual increase from "Consumer price index for all urban consumers" to a fixed 3% annual increase based on the previous year's calculated funding amount before reductions.
- Addition of reporting requirements to include quarterly expenditure and activity reports.

See Enclosure 40.

41. Consideration of Ordinance No. 5846 amending Section 2-5 of the City Code to update building, electrical, mechanical and plumbing permit fees; and to update water, sewer, and wastewater rates. This Ordinance has an operative date of October 1, 2023. **Ordinance No. 5846**

The building permits section of the schedule was revised with fees being raised approximately 3% or less, or if it is currently a few cents and calculated per the SF, raised by a penny or fraction of a penny. The comparison to other communities put our fees similar or lower for the total average fees for a standard house or commercial building.

See Enclosure 41.

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 7th day of August, 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, Thad Murren, Justin Snorton, and Kory Hildebrand. Nays: None. Absent: Andrew McCarthy and Shane Clausen.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Assistant City Engineer Anna Allen, Parks and Recreation Director Nathan Powell, Parks and Recreation Assistant Director PJ Evans, Communications Manager Nick Stevenson, Water and Sewer Director Chad Roberts, Fire Chief Tim Wragge, Economic Development Director Candice Alder, Director of Administrative Services Lyle Lutt, 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 Arens moved, seconded by Councilmember Murren to approve the consent agenda with the removal of the following items: Item No. 10, *consideration of approval of the Parks and Recreation Board recommendations to include landscape designs and combining boards*; Item No. 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*; and Item No. 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*.

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

Councilmember Murren moved, seconded by Councilmember Snorton to approve the regular agenda as amended.

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

Consent Agenda Items Approved

Minutes of the July 17, 2023 City Council meeting

Minutes of the July 24, 2023 Budget Review Work Session meeting

July sales tax report (May sales)

Advertise for request for proposals for ambulance billing services

Advertise for bids for the Norfolk Levee Trail Connection of Norfolk Avenue project

Nediel Santos Exposito and Caren Santos permanent and temporary easements for the Michigan Avenue and 8th Street Reconstruction project for property located along 900 South 9th Street

LingFam, LLC permanent and temporary easements for Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street

Friends of the Well easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 1203 South 8th Street

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

Certified Testing Services, Inc. testing services contract for the Asphalt Overlays 2023-1 project for an amount not to exceed \$3,000.00

Resolution No. 2023-39 approving the final plat and subdivision agreement of Norfolk 140 Subdivision

Resolution No. 2023-40 approving the final plat of Madison Villas 2nd Addition

Resolution No. 2023-41 approving the final plat of Boyle's Addition

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.

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

Ankle Deep, Inc., a Nebraska Corporation, d/b/a Mint Bar, agreement 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

Christ Lutheran Church of Norfolk, Nebraska, a Nebraska Nonprofit Corporation (also known as Christ Lutheran School), agreement to hold a cross country meet in Skyview Park on Saturday, September 9, 2023

Ultraverse Supplements, LLC, a Kansas Limited Liability Company, agreement 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

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

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

Disc Gauntlet LLC, a Nebraska Limited Liability Company, agreement to hold an "Elkhorn Open" disc golf tournament at Skyview Park on Saturday, August 12, 2023

Flood Communications, L.L.C., a Nebraska Limited Liability Company, and Seven County Spirits, LLC, a Nebraska Limited Liability Company, agreement 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

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

Bills in the amount of \$3,503,389.52

Parks and Recreation Board
(landscape designs and combine boards)

Councilmember Granquist moved, seconded by Councilmember Arens, consideration of approval of the Parks and Recreation Board recommendations to include landscape design and combining boards.

Parks and Recreation Director Nathan Powell provided information to elected officials. Powell said two items were discussed at the latest Parks and Recreation Board meeting – landscape design approval at 1st Street and Braasch Avenue and discussion on having the board serve as the Trail Advisory Board. The board change is just a recommendation at this time as the change would require an ordinance amendment, which would require Mayor and Council approval at a later date.

Jim McKenzie, 1412 Longhorn Drive, said, regarding the landscaping, the roundabout is public right of way, not a park. Regarding the board change, with no ordinance, he does not understand what elected officials are approving.

Public Works Director Steven Rames noted there are areas of the City's right of way that the Parks Department maintains.

Powell noted that the landscaping design would have previously just been approved by staff. Powell thought it best to bring the design to the board and have public input.

City Administrator Andy Colvin clarified that the current Trail Advisory Board is vacant and said that the intent of the agenda item is to keep elected officials informed on the Parks and Recreation Board decisions and discussions.

Councilmember Granquist moved, seconded by Councilmember Murren to amend the motion to approve the Parks and Recreation Board meeting minutes.

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

Resolution No. 2023-37

(Norfolk Downtown Area Blight and Substandard Determination Study)

Councilmember Snorton moved, seconded by Councilmember Granquist, for adoption 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.

Economic Development Director Candice Alder provided information to elected officials. Alder noted that this area was already declared blighted and substandard in 2010. The city is proposing to apply for more downtown revitalization funds but, to do so, the blight and substandard study for the area cannot be more than ten years old. A new study was completed by JEO to ensure the area still meets the blighted and substandard criteria.

Roll Call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None.

Absent: McCarthy and Clausen. Resolution 2023-37 was adopted.

Resolution No. 2023-38

(Wyndham Hills Area Blight and Substandard Determination Study)

Councilmember Snorton moved, seconded by Councilmember Granquist, for adoption 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.

City Administrator Andy Colvin provided information to elected officials. Colvin said there is one primary property owner and noted the study did not originate from the city, but from the owner of the property. Colvin said the goal is to allow for more affordable and workforce housing and there are challenges with the infrastructure in the area. Colvin noted there will be public hearings at both Planning Commission and City Council prior to the area being declared blighted and substandard.

Jim McKenzie, 1412 Longhorn Drive, noted the study includes properties that are not part of the developer's ownership and said it appears the study was developed in order to make the determination pass. McKenzie said he has great concern using TIF here.

Roll Call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. Resolution 2023-38 was adopted.

Public Hearings and Related Items

Public Hearing

(CDBG grant application, Downtown Revitalization, \$435,000)

A public hearing was held to consider 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. Economic Development Director Candice Alder provided information to the elected officials. The City 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. Alder noted we currently have a waiting list of thirteen property owners for these types of funds. \$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.

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

Resolution No. 2023-43

(CDBG grant application, Downtown Revitalization, \$435,000)

Councilmember Arens moved, seconded by Councilmember Webb, for adoption 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.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. Resolution No. 2023-43 was adopted.

Regular Agenda Items

Ordinance No. 5838

(Paving District No. 521 creation)

(South 43rd St, Madison Ave, Highway 275 eastbound right turn lane, 40th St
(all located in Norfolk 140 Subdivision))

Councilmember Granquist introduced, seconded by Councilmember Murren, Ordinance No. 5838 entitled: 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 and moved that the ordinance be passed on first reading.

Assistant City Engineer Anna Allen provided information to elected officials. The property owner/developer requests creation of a paving district in Norfolk 140 Subdivision, 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 to South 40th Street; 40th Street from Madison Avenue in Norfolk 140 Subdivision north 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. Costs of \$2.6 million will be assessed to the developer.

Rob DuVall, Schemmer Associates, explained the area consists of 3 platted lots, one of which is commercial, with the other two being industrial. Plans are underway with Nebraska Machinery for development of the largest industrial lot.

Ordinance No. 5838 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. Ordinance No. 5838 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None.

Absent: McCarthy and Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Arens moved, seconded by Councilmember Hildebrand, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5838 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5838 as required by law.

Ordinance No. 5839

(Sewer Extension District No. 255 creation)

(South 43rd St, Madison Ave, Highway 275 eastbound right turn lane, 40th St
(all located in Norfolk 140 Subdivision))

Councilmember Murren introduced, seconded by Councilmember Snorton, Ordinance No. 5839 entitled: 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 and moved that the ordinance be passed on first reading.

Assistant City Engineer Anna Allen provided information to elected officials. The property owner/developer requests creation of this sanitary sewer district. This ordinance provides for construction of a 10-inch PVC sanitary sewer main along with necessary appurtenances along 40th Street, at the intersection of 40th Street and Madison Avenue, and 43rd Street. Total cost of the improvements is \$366,000, of which \$278,000 will be assessed to the developer.

Ordinance No. 5839 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. Ordinance No. 5839 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None.

Absent: McCarthy and Clausen. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Arens moved, seconded by Councilmember Murren, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5839 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5839 as required by law.

Ordinance No. 5840

(Water Extension District No. 128 creation)

(South 43rd St, Madison Ave, Highway 275 eastbound right turn lane, 40th St
(all located in Norfolk 140 Subdivision)

Councilmember Granquist introduced, seconded by Councilmember Snorton, Ordinance No. 5840 entitled: 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 and moved that the ordinance be passed on first reading.

Assistant City Engineer Anna Allen provided information to elected officials. The property owner/developer requests creation of this water district. This ordinance provides for construction of a 10-inch DIP water main together with necessary appurtenances along Madison Avenue from 40th Street to 43rd Street and along 43rd Street. Total cost of the improvements is \$450,000, of which \$379,000 will be assessed to the developer.

Ordinance No. 5840 was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. Ordinance No. 5840 passed on first reading.

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

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. The motion to suspend the rules was adopted by three-fourths

of the Council and the statutory rule requiring reading on three different days was suspended for consideration of said ordinance.

Thereafter Councilmember Arens moved, seconded by Councilmember Webb, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5840 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None. Absent: McCarthy and Clausen. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5840 as required by law.

Schemmer Associates contract
(Norfolk 140 Development Districts project engineering services)

Councilmember Granquist moved, seconded by Councilmember Murren, for approval of an engineering services contract with Schemmer Associates Inc. for the Norfolk 140 Development Districts project for an amount not to exceed \$225,340.00.

Assistant City Engineer Anna Allen provided information to elected officials. 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 will be assessed to the districts.

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

A & R Construction Co. contract
(East Benjamin Avenue Trail Continuation project)

Councilmember Murren moved, seconded by Councilmember Granquist, for approval of a contract with A & R Construction Co. for East Benjamin Avenue Trail Continuation project for an amount of \$29,999.26 to furnish all labor, materials, equipment and all else necessary to properly construct all the project.

Public Works Director Steven Rames provided information to elected officials. 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. The permit was 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. Quotes from three companies were requested 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'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.

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

IES Commercial, Inc. contract
(Johnson's Park Improvement Project Bid Package 4)
(park and trail lighting and electrical project)

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval of awarding 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 to furnish all labor, materials, equipment and all else necessary to properly construct all the project.

Assistant City Engineer Anna Allen provided information to elected officials. 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. 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. The engineer's estimate for this work was \$690,489.00.

Paula Pennington, 306 Oak Street, expressed concern with the cost of the project, increased lighting and potential noise from the chilling machine. Pennington noted this is a residential area and said she feels ignored and that the park is being destroyed.

Parks and Recreation Director Nathan Powell said the ice chillers are quiet units, but also noted they are not running all the time. They are run to get things frozen initially, but the natural cold winter temperatures will keep the rink frozen throughout the season.

Tim Ernst, 2906 Dover Dr, questioned the continuous maintenance on the ice-skating rink. Ernst also stressed that we need to focus on the whole city, not just Johnson Park and pointed out neglected areas of town.

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

BX Civil and Construction Change Order No. 2
(Benjamin Avenue, 13th Street to 1st Street project)

Councilmember Granquist moved, seconded by Councilmember Arens, for 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.

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.

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

A & R Construction Change Order No. 1
(West Michigan Avenue and 8th Street Reconstruction project)

Councilmember Granquist moved, seconded by Councilmember Murren, for 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.

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.

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

Elkhorn Paving Construction Co., Inc. Change Order No. 2
(Concrete Improvements FY 2022-2023 project)

Councilmember Granquist moved, seconded by Councilmember Snorton, for 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.

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. 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.

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

Resolution No. 2023-44

(Gretchen M. Sandall sidewalk waiver, 1809 Koenigstein Avenue)

Councilmember Arens moved, seconded by Councilmember Snorton, for adoption of Resolution No. 2023-44 approving a sidewalk waiver requested by Gretchen M. Sandall for property located at 1809 Koenigstein Avenue.

City Planner Val Grimes provided information to elected officials. Grimes said there are no adjoining sidewalks or sidewalk on the west side of 18th Street. There is language in the resolution that states the temporary waiver is in effect until sidewalks are installed in the abutting area; the site plan of the development shall include provisions and grading for future sidewalk installation; and the City Council reserves the right to request the installation of sidewalks at any time, regardless of the waiver.

Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton, and Hildebrand. Nays: None.
Absent: McCarthy and Clausen. Resolution No. 2023-44 was adopted.

Recommendation of Airport Budget

Airport Manager Eli Mackey provided information to elected officials. Mackey said the amount of the budget is the same as previously presented, but the bond issue of \$6,176,250 has been added. Also included in the budget is a pavement rehabilitation design of \$600,000, 90% of which is federally reimbursable. The increased property tax request will cover building improvements and the local burden of the runway rehab project. Mackey said the Airport Authority Board has decided on a new FBO design and the project is expected to bid out in Spring of 2024, with construction completion in 2025.

Councilmember Webb asked about the effect of the bond issue on the levy. Mackey said that it would increase the levy slightly.

Jim McKenzie, 1412 Longhorn Drive, noted the Airport's property tax request increased 13.5% in one year. The budget includes a \$6,176,000 bond issuance and McKenzie noted the principal and interest payments on the bond could be more than half of their current levy. As such, McKenzie questioned how the levy could increase only minimally. The current property tax ask of the Airport is \$857,000, which is equal to 15% of the entire city budget property tax ask. McKenzie also questioned if this building is more important than the Police Station, which would have the same or similar tax burden, and if the bonds for the project would be up to a vote of the

citizens.

Councilmember Murren moved, seconded by Councilmember Snorton, to approve the Airport tax levy request. Ayes: Granquist, Arens, Murren, Snorton. Nays: Webb and Hildebrand. Absent: McCarthy and Clausen. With only four votes in favor of the motion, Mayor Moenning provided the fifth “yes” vote and the motion was approved with 5 in favor, 2 in opposition, and 2 absent.

There being no further business, the Mayor declared the meeting adjourned at 7:54 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

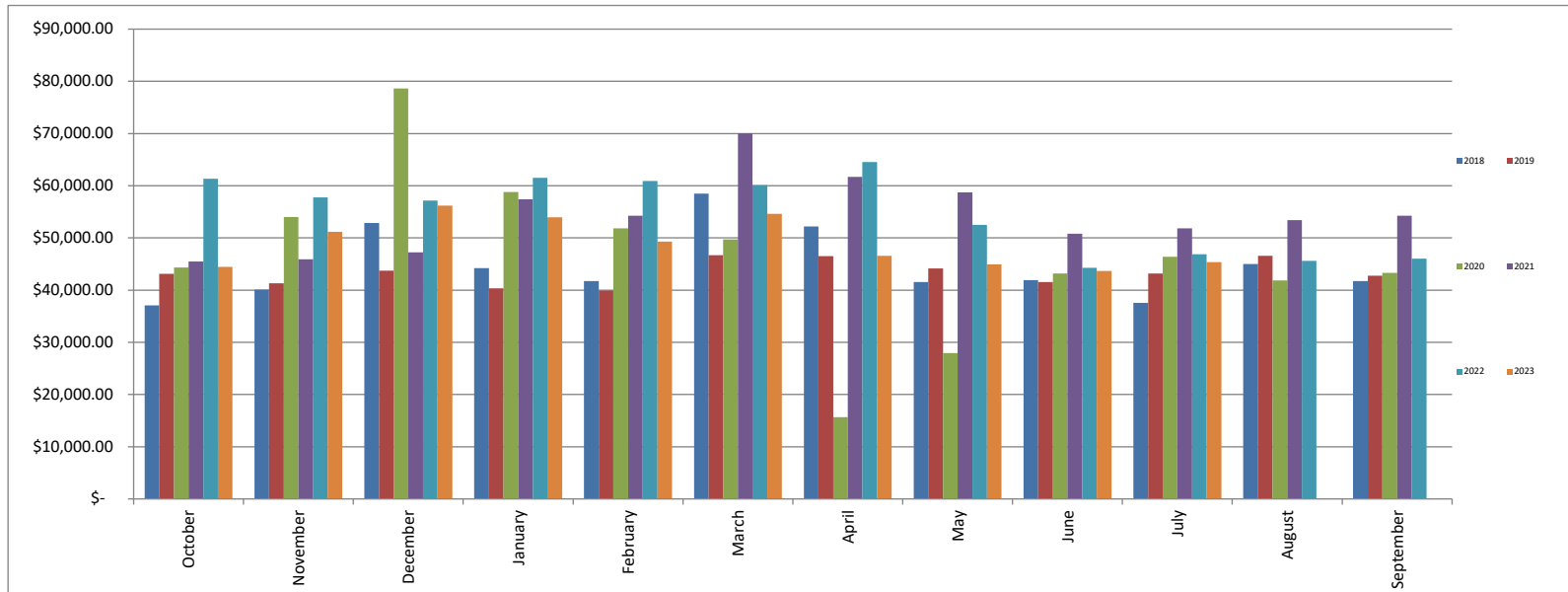
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, August 7, 2023 had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually 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.

Brianna Duerst
City Clerk

(S E A L)

**Keno Yearly Comparison
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2023</u> <u>BUDGET</u>	<u>Change 2022 to 2023</u>	<u>BUDGET VARIANCE</u>		
October	\$ 37,053.29	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 61,349.66	\$ (16,919.87)	-27.58%	\$ (16,919.87)	-27.58%
November	\$ 40,116.22	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 57,767.61	\$ (6,614.92)	-11.45%	\$ (6,614.92)	-11.45%
December	\$ 52,886.34	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 57,133.03	\$ (937.94)	-1.64%	\$ (937.94)	-1.64%
January	\$ 44,229.53	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 61,147.57	\$ (7,563.49)	-12.30%	\$ (7,208.86)	-11.79%
February	\$ 41,759.14	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 60,915.12	\$ (11,618.29)	-19.07%	\$ (11,618.29)	-19.07%
March	\$ 58,494.56	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ 60,123.37	\$ (5,484.59)	-9.12%	\$ (5,484.59)	-9.12%
April	\$ 52,179.16	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ 63,513.29	\$ (17,937.09)	-27.80%	\$ (16,937.09)	-26.67%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ 58,731.05	\$ (7,606.85)	-14.48%	\$ (13,813.65)	-23.52%
June	\$ 41,929.11	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ 50,809.90	\$ (572.68)	-1.29%	\$ (7,121.31)	-14.02%
July	\$ 37,531.20	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ 51,800.60	\$ (1,511.55)	-3.22%	\$ (6,438.90)	-12.43%
August	\$ 44,983.65	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ -	\$ 53,431.82	\$ -	0.00%	\$ -	0.00%
September	\$ 41,738.14	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ -	\$ 54,276.98	\$ -	0.00%	\$ -	0.00%
Total	\$ 534,423.60	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 490,195.78	\$ 691,000.00	\$ (76,767.27)	-13.54%	\$ (93,095.42)	-15.96%



Resolution No. 2023-45

WHEREAS, the City of Norfolk, Nebraska, has received Resolution No. 2023-1 of the board of the Offstreet Parking District of the City of Norfolk, Nebraska making a request of the City Council for levy allocation of \$110,785 for the fiscal year ended September 30, 2024; and

WHEREAS, having received said above-described Resolution No. 2023-1, the City is desirous of adopting a resolution granting final allocation of levy authority to said Offstreet Parking District.

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 City of Norfolk hereby grants a final allocation of levy authority to the Offstreet Parking District of the City of Norfolk, Nebraska allowing the Offstreet Parking District to levy a property tax of \$110,785 not to exceed .35 dollars per one hundred dollars of valuation with the actual levy rate to be calculated by the City Finance Officer once the assessed valuation of the Offstreet Parking District is known.

PASSED AND APPROVED this ____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(SEAL)

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

Resolution No. 2023-1

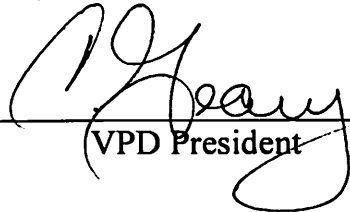
WHEREAS, the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska, has declared its intent to submit to the City Council a preliminary request for levy allocation of \$110,785; and

WHEREAS, the board has approved the request by a majority vote of the board members present at the July 20, 2023 board meeting.

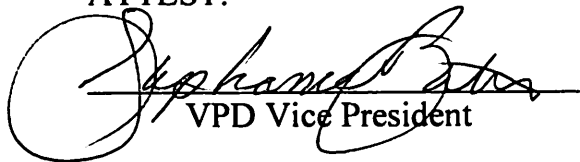
NOW, THEREFORE BE IT RESOLVED, by the board of the Vehicle Off-Street Parking District No. 1 of the City of Norfolk, Nebraska as follows:

The board requests a levy allocation of \$110,785 from the Norfolk City Council.

PASSED AND APPROVED this 20th day of July, 2023.


VPD President

ATTEST:


VPD Vice President

Resolution No. 2023-46

WHEREAS, the City of Norfolk, Nebraska, has received a Resolution of the board of the Norfolk Airport Authority of the City of Norfolk, Nebraska making a request of the City Council for levy allocation of \$857,269 for the fiscal year ended July 31, 2024; and

WHEREAS, having received said above-described resolution, the City is desirous of adopting a resolution determining final allocation of levy authority to said Norfolk Airport Authority.

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 City of Norfolk hereby grants a final allocation of levy authority to the Norfolk Airport Authority of the City of Norfolk, Nebraska allowing the Norfolk Airport Authority to levy a property tax of \$857,269 with the actual levy rate to be calculated by the City Finance Officer once the assessed valuation of the Norfolk Airport Authority is known.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(SEAL)

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

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.	<u>43,008</u>
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 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)
	Balance Brought Forward	765,869	1,187,056	1,385,299	1,385,299	1,473,004	87,705	6.33%
	Taxes							
31101	Property Tax	648,296	715,368	757,433	740,460	840,460	100,000	13.51%
	Motor Vehicle Pro-Rate				2,044			
	Total Taxes	648,296	715,368	757,433	740,460	840,460	100,000	13.51%
	Intergovernmental Revenues							
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%
	Total Intergovernmental Revenues	258,260	59,000	0	765,000	1,305,000	540,000	100.00%
	Charges for Service							
36710	Fuel Sales	544,195	897,784	857,597	880,205	900,477	20,272	2.30%
	Total Charges for Service	544,195	897,784	857,597	880,205	900,477	20,272	2.30%
	Rent & Other Revenue							
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%
	Total Rent & Other Revenue	104,227	107,807	170,021	105,500	148,500	43,000	39.81%
	Other Interest Income							
38801	Interest	4,650	2,837	20,811	3,000	24,000	21,000	700.00%
	Total Other Interest Income	4,650	2,837	20,811	3,000	24,000	21,000	700.00%
	Subtotal Local Receipts	1,559,628	1,782,796	1,805,862	2,494,165	3,218,437	724,272	855.62%
	Non-Revenue Receipts							
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%
	Total Non-Revenue Receipts	0	0	0	7,087,500	6,176,250	-911,250	-12.86%
	Total Revenue	1,559,628	1,782,796	1,805,862	9,581,665	9,394,687	-186,978	-1.95%
	Total Funds Available	2,325,497	2,969,852	3,191,161	10,966,964	10,867,691	-99,273	-0.91%

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
TOTAL	<u>10,867,691</u>

CITY OF NORFOLK, NE

NORFOLK AIRPORT AUTHORITY
BUDGET 2023-2024
DIVISION EXPENDITURE DETAIL

Code	Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Estimated Expenditures	2022-2023 Budget	2023-2024 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
Personnel Costs								
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%
	Total Personnel Costs	238,260	265,188	341,086	393,273	381,474	-11,799	-3.00%
Operating Supplies & Materials								
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%
	Total Operating Supplies & Materials	14,049	12,898	15,472	19,670	20,626	956	4.86%
Other Operating Costs								
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%
	Total Other Operating Costs	400,683	730,090	671,604	733,336	725,332	-8,004	-1.09%
Utilities & Maintenance								
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%
	Total Utilities & Maintenance	61,676	56,167	94,045	96,336	108,033	11,697	12.14%
Other Administration & Overhead								
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%
	Total Administration & Overhead	105,349	126,071	127,041	136,909	162,070	25,161	18.38%
	Total Operating Expenses	820,017	1,190,414	1,249,248	1,379,524	1,397,535	18,011	1.31%

CITY OF NORFOLK, NE

NORFOLK AIRPORT AUTHORITY
BUDGET 2023-2024
DIVISION EXPENDITURE DETAIL

Code	Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Estimated Expenditures	2022-2023 Budget	2023-2024 Budget	Dollar Increase (Decrease)	Percent Increase (Decrease)
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	65,426	0	29,000	10,000	42,000	32,000	100.00%
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	25,200	196,270	177,977	261,800	257,300	-4,500	-1.72%
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	166,407	127,715	183,604	7,952,500	3,539,451	-4,413,049	-55.49%
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	61,391	70,154	78,328	78,480	77,582	-898	-1.14%
	Total Expenditures	1,138,441	1,584,553	1,718,157	9,682,304	5,313,868	-4,368,436	-45.12%
	Ending Balance	1,187,056	1,385,299	1,473,004	1,284,660	1,177,573	-107,087	-8.34%
	Bond Proceeds Carryover					4,376,250	4,376,250	
	Total Funds Accounted For	2,325,497	2,969,852	3,191,161	10,966,964	10,867,691	-99,273	-0.91%

CITY OF NORFOLK, NE

8/21/2023

Enclosure 10

Page 37 of 355

DIVISION EXPENDITURE BUDGET CALCULATION 2023-2024

<u>Code</u>	<u>Description</u>	<u>Amount</u>	<u>Code</u>	<u>Description</u>	<u>Amount</u>	<u>Code</u>	<u>Description</u>	<u>Amount</u>
10	PERSONNEL COSTS		30	OTHER OPERATING COSTS		60	OTHER ADMIN. & OVERHEAD	
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		FUEL FOR RESALE			Fixed Base Operator	6,979
	TOTAL SALARIES & WAGES	354,365		Fuel for Resale	717,095		TOTAL TELEPHONE & TELECOM.	12,694
15	PAYROLL TAXES			TOTAL FUEL FOR RESALE	717,095			
	\$354,265 x 7.65%	27,109		TOTAL OTHER OPER. COSTS	725,332	68	PROFESSIONAL FEES	
	TOTAL PERSONNEL COSTS	381,474					Audit	23,000
			40	UTILITIES & MAINTENANCE			Accountant	15,163
20	OPER. SUPPLIES & MAT.		41	ELECTRICITY			Attorney	10,000
24	VEHICULAR FUEL & LUBE			Operations	21,622		TOTAL PROFESSIONAL FEES	48,163
	Operations	9,055		Fixed Base Operator	2,535	69	MISCELLANEOUS	
	Fixed Base Operator	2,439		TOTAL ELECTRICITY	24,157		Credit Card Mach. Rent	480
	TOTAL VEHICULAR FUEL & LUBE	11,494	42	NATURAL GAS			Travel & Education	11,356
29	OTHER OPER. SUPP. & MATERIALS			Operations	11,323		Credit Card Fees	13,634
	Operations	5,295		Fixed Base Operator	2,074		Advertising	2,482
	Fixed Base Operator	3,837		TOTAL NATURAL GAS	13,397		Dues/Subscriptions/Fees	5,959
	TOT. OTHR. OPER. SUP. & MAT.	9,132		MAINTENANCE			Other Miscellaneous	2,379
	TOT. OPER. SUPPLIES & MAT.	20,626		Other Operations	62,138		Election Expense	1,089
				Fixed Base Operator	8,341		TOTAL MISCELLANEOUS	37,379
				TOTAL MAINTENANCE	70,479		TOT. OTHER ADMIN. & OVHEAD	162,070
				TOTAL UTILITIES & MAINT.	108,033		TOTAL OPERATING EXP.	1,397,535

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
PERSONNEL ROSTER

Title	2023-2024 Budget
Equip/Airfield Maintenance	1.18
Grounds Maintenance	0.59
Seasonal	0.13
General Aviation Line Tech	0.74
General Aviation Supervisor/Line Tech	1.28
Airport Manager	1
Administration	0.17
Marketing Coordinator	0.17
Office Manager	1
Total Norfolk Airport Authority	6.26

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

FOR OFFICE USE ONLY	
Date:	6-8-2023
Project Name:	City of Norfolk – Michigan Avenue and 8 th Street Reconstruction
City Project #:	130006
Tract #:	M
Parcel Address:	702 West Michigan Avenue, Norfolk, NE 68701

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Scott D. Stevens, Trustee of the Douglas and Becky Stevens Revocable Family Trust established on December 19, 2019, 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 8TH STREET PROJECT, and appurtenances thereto, the parcel of land described as follows, to-wit:

The West 58 Feet of the South 60 Feet of the East half of Lot 11, Durland's Suburban lots to Norfolk, Madison County, Nebraska.

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

***THAT PART OF THE WEST 58 FEET OF THE SOUTH 60 FEET OF THE E1/2 LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 58 FEET OF THE SOUTH 60 FEET OF THE EAST 1/2 OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 58.00 FEET;
THENCE N01°46'33"W, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 11.72 FEET;
THENCE N01°46'33"W, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 8.70 FEET;
THENCE S01°46'33"E, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 15.53 FEET;
THENCE N01°45'59"E, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 3.00 FEET;
THENCE S01°45'59"E, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 19.05 FEET;
THENCE S01°45'59"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 349 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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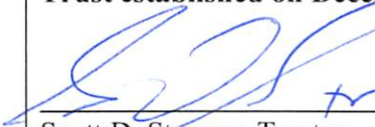
Page 2 of 5

Temporary Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract #M

IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this 1st day of August, 20 23.

TRUST ACKNOWLEDGMENT

OWNER: Scott D. Stevens, Trustee of the Douglas and Becky Stevens Revocable Family Trust established on December 19, 2019.



Scott D. Stevens, Trustee _____, Trustee

STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

Dated this 1st day of August, 20 23, before me, a General Notary Public duly commissioned and qualified, personally came **Scott D. Stevens, Trustee of the Douglas and Becky Stevens Revocable Family Trust established on December 19, 2019** to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year 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

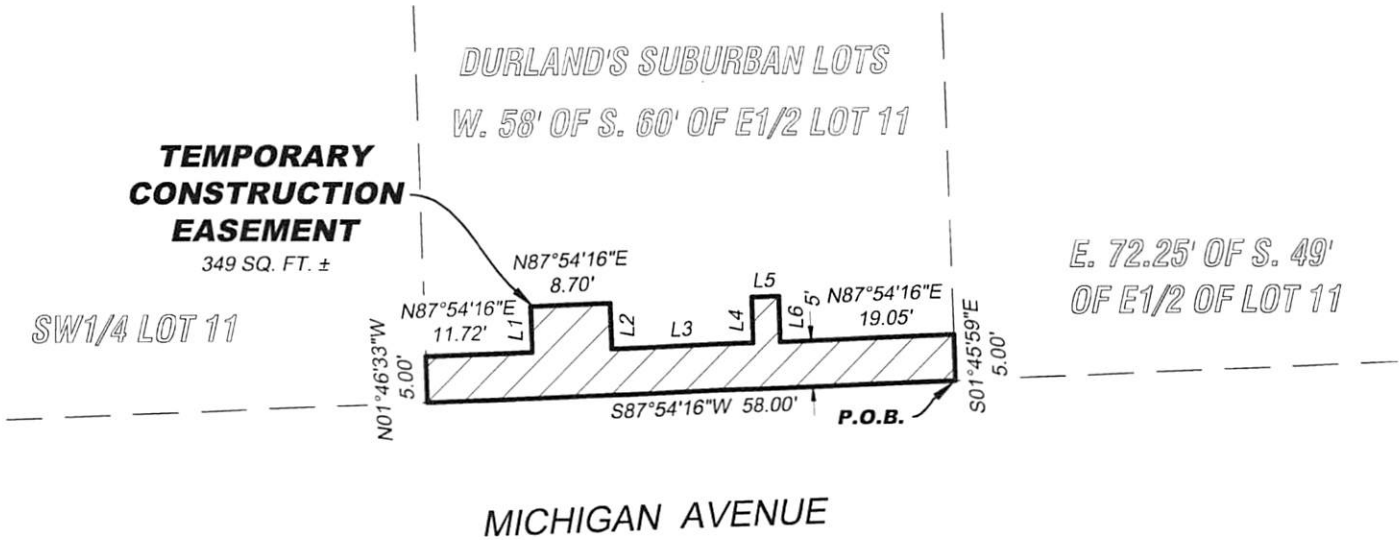
Notary Public – printed name

My commission expires the _____ day of _____, 20____

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN THE WEST 58 FEET OF THE SOUTH 60 FEET
 OF THE E1/2 LOT 11, DURLAND'S SUBURBAN LOTS,
 CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



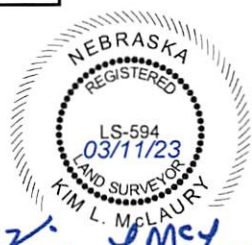
LEGEND

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

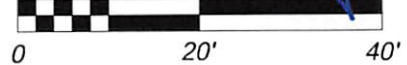
LEGAL DESCRIPTION

THAT PART OF THE WEST 58 FEET OF THE SOUTH 60 FEET OF THE E1/2 LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 58 FEET OF THE SOUTH 60 FEET OF THE EAST 1/2 OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S87°54'16\"/>

LINE TABLE		
Name	Length	Direction
L1	5.00'	N01°46'33\"/>
L2	5.00'	S01°46'33\"/>
L3	15.53'	N87°54'16\"/>
L4	5.00'	N01°45'59\"/>
L5	3.00'	N87°54'16\"/>
L6	5.00'	S01°45'59\"/>



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

AGREEMENT

THIS AGREEMENT made and entered into this 21st day of August, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as **CITY** and Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as **ORGANIZATION**. WITNESSETH:

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

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

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

1. The route of the parade shall be: Riverside Boulevard from Benjamin Avenue to Elm Avenue as staging area, South on Riverside Boulevard/4th Street to Madison Avenue, west on Madison Avenue to 5th Street, north on 5th Street to Walnut Avenue.
2. The date of the parade shall be: September 23, 2023 at 10:00 a.m., with set up and tear down to include from 8:00 a.m. to 1:00 p.m.
3. **ORGANIZATION/INDIVIDUAL** agrees to provide, not less than one (1) week prior to the closure of the street or lot, a certificate of insurance indicating the existence of a liability policy, which shall be the primary insurance coverage for the event, naming the City of Norfolk as an additional insured on said policy and providing the following coverages:

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

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

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

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

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

Norfolk Lions Club, Inc.
A Nebraska Nonprofit Corporation

Josh Moenning, Mayor

By _____
President
Printed Name: _____

By _____
Treasurer
Printed Name: _____

APPROVED AS TO FORM: _____

AGREEMENT

This Agreement is made and entered into on this _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Liberty Centre Services, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "LIBERTY CENTRE", WITNESSETH:

WHEREAS, LIBERTY CENTRE is desirous of holding a Color Your Recovery 5K/10K Color Run/Walk event on Saturday, September 16, 2023; and

WHEREAS, LIBERTY CENTRE is desirous of utilizing portions of CITY streets, sidewalks, and trails; and

WHEREAS, pursuant to Norfolk City Code Section 24-261, it is unlawful for pedestrians to walk on highways and roadways where a sidewalk is provided, and

WHEREAS, pursuant to Norfolk City Code Section 24-261, if there is no sidewalk provided, pedestrians are required to walk only on the left side of the roadway; and

WHEREAS, pursuant to Norfolk City Code Section 27-323, it is unlawful to place temporary signs within the public right of way; and

WHEREAS, the Color Your Recovery 5K/10K Color Run/Walk involves throwing a powdered coloring mixture at the run/walk participants along the race route; and

WHEREAS, the parties desire to enter into an Agreement to allow LIBERTY CENTRE to hold the Color Your Recovery 5K/10K Color Run/Walk event utilizing the CITY streets, sidewalks, and trails named herein.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. STREETS/SIDEWALKS/TRAILS. CITY shall allow LIBERTY CENTRE to utilize the following CITY streets, sidewalks, and trails for the route shown on the route map attached hereto as Exhibit "A":

- a) S. Chestnut Street from entrance/exit drive of Liberty Centre back lot (200 block of S. Chestnut Street) to E. Park Avenue;
- b) E. Park Avenue from S. Chestnut Street to entrance ramp to Levee Trail;
- c) Levee Trail from north end of trail to south end of trail; and
- d) Memorial Crossing Trail from Levee Trail to S. Willow Street;

for the purpose of holding its Color Your Recovery event on Saturday, September 16, 2023.

2. ROUTE MARKING. LIBERTY CENTRE shall be allowed to begin marking the route for the Color Your Recovery event on Saturday, September 16, 2023, at 6:30 a.m. CITY hereby allows LIBERTY CENTRE to place temporary signs in the terrace portion of the public

right of way along the race route marking the route without constituting a violation of Norfolk City Code Section 27-323. LIBERTY CENTRE agrees to remove all temporary signs immediately following completion of the event. The event is scheduled to begin at approximately 9:00 a.m. and last approximately three (3) hours.

3. NO PAINT ON STREETS/SIDEWALKS/TRAILS. LIBERTY CENTRE shall not paint or permanently mark any CITY streets, sidewalks, or trails for this event. In the event that LIBERTY CENTRE does paint or permanently mark any CITY streets, sidewalks, or trails, then City shall have the paint or marking removed and the cost thereof shall be paid by LIBERTY CENTRE.

4. COLORED POWDER. LIBERTY CENTRE shall be allowed to utilize a mixture of colored food powder and cornstarch for the purpose of throwing the mixture on event participants along the race route provided that said powder is non-permanent, non-staining, and will wash off the surface of the race route. Prior to the event, LIBERTY CENTRE shall contact property owners whose property is adjacent to the street right of way where any colored powder stations will be located and obtain permission from said property owners to be located on the street right of way adjacent to their property.

5. PARTICIPANTS ALLOWED IN STREET. CITY hereby allows participants in LIBERTY CENTRE's Color Your Recovery event to be in the city streets listed below running with the direction of traffic during the event without constituting a violation of Norfolk City Code Section 24-261:

- a) 200 and 300 blocks of S. Chestnut Street; and
- b) 600 through 900 blocks of E. Park Avenue.

LIBERTY CENTRE understands that police will not be providing traffic control for this event and that participants will be running in the street at their own risk.

6. WAIVER. LIBERTY CENTRE shall obtain from each participant, or in the case of a participant under the age of 19 their parent or guardian, in the Color Your Recovery event a waiver absolving CITY and holding CITY harmless for any injury, harm, loss or inconvenience in any of the activities associated with the Color Your Recovery event on October 8, September 16, 2023 which includes the following language:

"I know that running a road race is a potentially hazardous activity that might cause personal injury or even death. I attest and verify that I am medically able and properly trained to enter and to complete this event. I agree to abide by any decision of a race official relative to my ability to safely complete the run, but no race official is responsible for determining the safety for me to participate. I assume all the risks associated with running in this event including, but not limited to falls, contact with other participants, the effects of weather, including high heat and/or humidity, traffic, conditions of the road/sidewalk/bridges, and the fact that the course may result in my running in the same direction as traffic, all such risks being known and appreciated by me. Having read this waiver and knowing these facts, and in consideration of your acceptance of my application, I, for myself and anyone entitled to act on my behalf, waive and release the

City of Norfolk, Nebraska; their representatives and successors, volunteers, contractors, and assigns organizing and conducting the Color Your Recovery 5K/10K Color Run/Walk from all claims of liabilities of any kind, including any claims arising out of negligence, directly or indirectly, known and unknown, foreseen and unforeseen, bodily and personal injury, damage to property, and the consequences thereof resulting from my participation and covenant not to sue for any said injuries and/or damage. If under the age of 19 a parent/guardian must sign.”

7. LIABILITY. LIBERTY CENTRE shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

LIBERTY CENTRE shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LIBERTY CENTRE for this event with no exclusions. Said insurance shall be the primary insurance coverage for LIBERTY CENTRE’s event. LIBERTY CENTRE agrees to be responsible for any damages or claim of loss not covered by LIBERTY CENTRE’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) LIBERTY CENTRE 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.

8. HOLD HARMLESS AND INDEMNIFICATION. LIBERTY CENTRE agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by LIBERTY CENTRE 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 LIBERTY CENTRE failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

10. MANAGEMENT. The parties acknowledge and agree that LIBERTY CENTRE shall be solely responsible for the operation and management of the portions of the streets, sidewalks, and trails during the term of this Agreement when the streets, sidewalks, and trails are being utilized by LIBERTY CENTRE for LIBERTY CENTRE’s event and related activities. LIBERTY CENTRE shall be responsible for operating and managing the portions of the streets, sidewalks, and trails in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the streets, sidewalks, and trails 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”). LIBERTY CENTRE represents and covenants to CITY that LIBERTY CENTRE is familiar with the Rules and that LIBERTY CENTRE shall operate and manage the portions of the streets, sidewalks, and trails in accordance with the Rules. LIBERTY CENTRE shall ensure that all individuals utilizing the portions of the streets, sidewalks, and trails for LIBERTY CENTRE’s event shall conduct themselves in accordance with the Rules.

11. MAINTENANCE. LIBERTY CENTRE shall be responsible for maintaining the portions of the streets, sidewalks, and trails in accordance with the Rules so that the portions of the streets, sidewalks, and trails 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. LIBERTY CENTRE shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the portions of the streets, sidewalks, and trails in accordance with the Rules.

12. NO USAGE FEE. LIBERTY CENTRE shall pay no fee to CITY under this Agreement for the use of the streets, sidewalks, and trails for its event.

13. POSTPONEMENT. In the event it is necessary to postpone this event, LIBERTY CENTRE may coordinate with CITY’s parks and recreation director and police chief to reschedule the event.

14. 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 LIBERTY CENTRE resulting from CITY’s cancellation of LIBERTY CENTRE’s activities.

15. 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 and/or police chief upon request of LIBERTY CENTRE.

16. 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

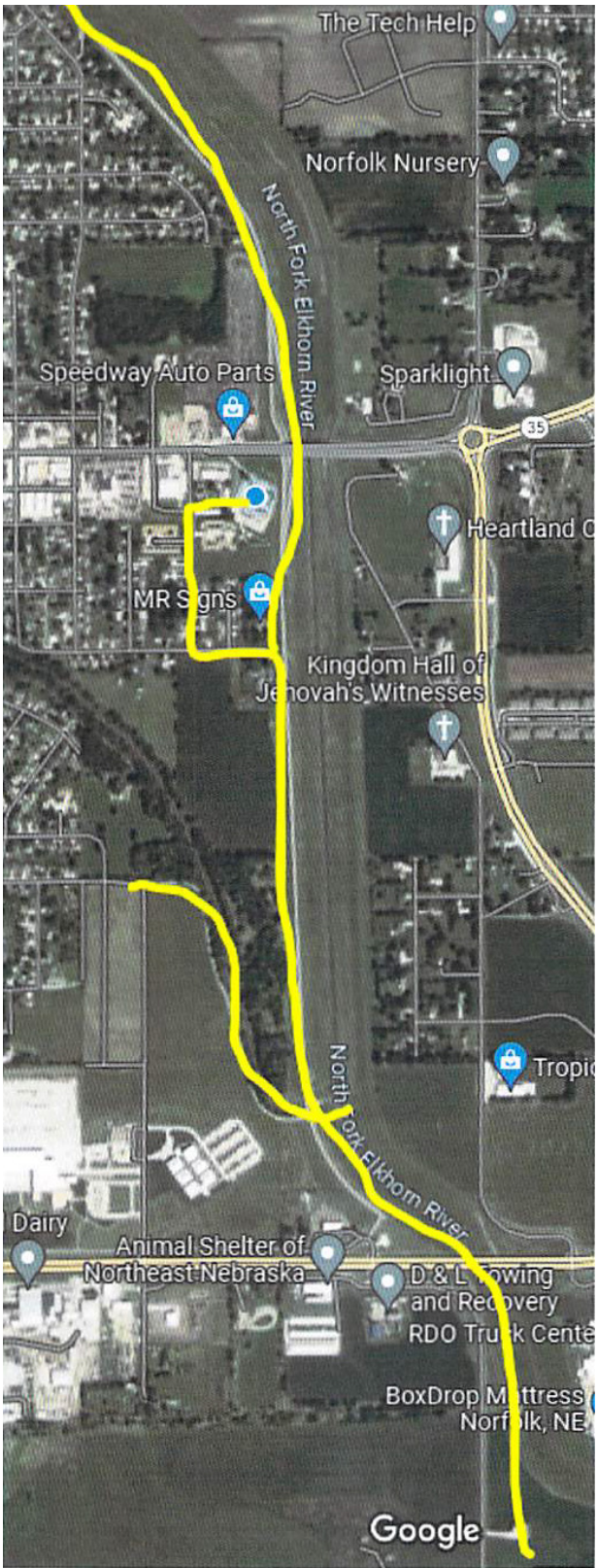
Approved as to form: _____
Danielle Myers-Noelle, City Attorney

LIBERTY CENTRE SERVICES, 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 Disc Gauntlet LLC, a Nebraska Limited Liability Company, hereinafter referred to as “DISC GAUNTLET”, WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka 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 Ta-Ha-Zouka Park to hold a “Battle at the North Fork” disc golf tournament on Saturday, September 9, 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 Ta-Ha-Zouka Park from 6:00 a.m. to 7:00 p.m. on Saturday, September 9, 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 Ta-Ha-Zouka Park. Said fee shall be paid to CITY by 4:30 p.m. on September 8, 2023, at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska.

3. MARKING OF COURSE. DISC GAUNTLET shall be allowed to mark the disc golf course in Ta-Ha-Zouka 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 Ta-Ha-Zouka 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 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.

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 Ta-Ha-Zouka 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 30, 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 the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Chase Gartner and Russ Fadling, individually and collectively doing business as Elkhorn Valley Hunting Retriever Club, hereinafter referred to as "CLUB", WITNESSETH:

WHEREAS, CLUB is desirous of holding an Elkhorn Valley Hunting Retriever Club - United Kennel Club (UKC) Licensed Regular Hunt event which is a simulated and judged waterfowl hunt event with a land and water series with trained dogs and handlers; and

WHEREAS, CLUB is desirous of holding the land portion of its event on CITY property; and

WHEREAS, Section 14-242 of the Norfolk City Code makes it unlawful for a person to discharge firearms within the city limits of Norfolk; however, temporary permission may be granted by the City Council to discharge firearms within city limits.

NOW THEREFORE, in consideration of the above recitals, it is agreed between the parties as follows:

1. PROPERTY. CITY, being the owner of property located generally in the 3000 block of West Omaha Avenue on the north side of the road, as shown on the attached Exhibit "A", is willing to allow said property to be used by CLUB for the land portion of its Elkhorn Valley Hunt Retriever Club - UKC Licensed Regular Hunt event.

2. DATES. This Agreement shall be for Saturday and Sunday, August 26-27, 2023. CLUB shall be allowed to begin setting up on CITY's property for the event on Saturday, August 26, 2023. CLUB shall be responsible for cleanup from the event and shall complete said cleanup on Sunday, August 27, 2023.

3. VEHICLE TRAFFIC. CLUB understands that CITY's property is currently under farm contract and, as such, recognizes the importance of minimizing agricultural damages by keeping vehicular, ATV and UTV traffic on the common roads as much as possible, within reason.

4. VEHICLE PARKING. Parking of vehicles on CITY's property shall be subject to approval at the sole discretion of the CITY's water and sewer director who may be reached at 402-844-2210. The parties acknowledge that the areas approved for parking are subject to change up until the time of the events and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

5. DISCHARGE OF FIREARMS. This Agreement shall serve as permission granted to CLUB for discharging firearms within Norfolk City limits during CLUB's event, provided that only blank rounds for sound simulation are discharged. The discharge of live ammunition is strictly prohibited.

6. SITE CONTROL AND SAFETY. CLUB shall be responsible for maintaining site control and taking all necessary measures to ensure the safety of participants, animals, employees, volunteers, and spectators during CLUB's event.

7. TEMPORARY TOILETS. CLUB agrees, at its expense, to place a sufficient number of temporary toilets on CITY's property to accommodate the number of people expected to attend its event. The temporary toilets shall be placed at locations approved by CITY's water and sewer director.

8. INSURANCE. CLUB 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, CLUB shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by CLUB for this event with no exclusions. Said insurance shall be the primary insurance coverage for CLUB's event. CLUB agrees to be responsible for any damages or claim of loss not covered by CLUB'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 22, 2023, then (1) CLUB shall pay a late fee to CITY in the amount of \$75.00, and/or (2) this Agreement shall be voidable at the option of CITY.

9. HOLD HARMLESS/INDEMNIFICATION. CLUB agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by CLUB 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 CLUB failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

11. NO USAGE FEE. CLUB shall pay no fee to CITY under this Agreement for the use of CITY's property for its event.

12. MANAGEMENT. The parties acknowledge and agree that CLUB shall be solely responsible for the operation and management of CITY's property being utilized by CLUB during the term of this Agreement. CLUB shall be responsible for operating and managing the property in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the property 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"). CLUB represents and covenants to CITY that CLUB is familiar with the Rules and that CLUB shall operate and manage the property in accordance with the Rules. CLUB shall ensure that all individuals utilizing the property for CLUB's event shall conduct themselves in accordance with the Rules.

13. MAINTENANCE. CLUB shall be responsible for maintaining the property in accordance with the Rules so that the property 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. CLUB shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the property in accordance with the Rules.

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 CLUB resulting from CITY's cancellation of CLUB's activities.

15. UNADDRESSED ISSUES. Issues related to CITY's facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's director of administrative services upon request of CLUB.

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 Moening, Mayor

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

Chase Gartner d/b/a
Elkhorn Valley Hunting Retriever Club

Russ Fadling d/b/a
Elkhorn Valley Hunting Retriever Club

Exhibit A

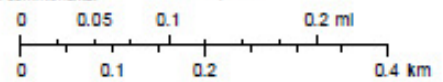


August 7, 2023

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on an best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:7,421

□ Parcels



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 Norfolk Area Chamber of Commerce Foundation, A Nebraska Nonprofit Corporation, hereinafter referred to as “CHAMBER”, WITNESSETH:

WHEREAS, CHAMBER is desirous of holding an Oktoberfest event which includes but is not limited to the closure of a portion of South 7th Street and adjoining alley, closure of a portion of Norfolk Avenue, alcohol on a public street, and vendors; and

WHEREAS, CITY is the owner of the portions of street and alley that CHAMBER desires to close and CITY consents to allowing CHAMBER use of the property for its Oktoberfest event.

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

1. FACILITIES. CITY, being the owner of certain streets and alleys, is willing to allow portions of said streets and alleys to be used in conjunction with CHAMBER’s purpose of conducting various activities for an Oktoberfest celebration.

2. TERM. This Agreement shall be for the days of Wednesday, September 20, 2023, through Sunday, September 24, 2023.

3. STREET/ALLEY CLOSURE.

A. The following portion of alley is to be closed from 8:00 a.m. on Wednesday, September 20, 2023 to 12:00 noon on Sunday, September 24, 2023:

East two-thirds of the east-west alley between Norfolk Avenue and Madison Avenue and between 7th Street and 8th Street.

B. The following portion of 7th Street is to be temporarily closed from 9:00 a.m. to 2:30 p.m. on Thursday, September 21, 2023 for setup:

7th Street from Norfolk Avenue to Madison Avenue.

C. The following portion of 7th Street is to be closed from 8:00 a.m. on Friday, September 22, 2023, to 2:00 p.m. on Sunday, September 24, 2023:

7th Street from Norfolk Avenue to Madison Avenue.

- D. The following portion of Norfolk Avenue is to be closed on Saturday, September 23, 2023, after traffic has cleared from the Lions Club parade until 4:00 p.m. (or at the conclusion of the drumline/band competition):

Norfolk Avenue from 6th Street to 7th Street.

Said portion of Norfolk Avenue shall not be closed until the Operations Captain of the Norfolk Police Division, or his designee, has given approval to close the street.

4. INSURANCE.

- A. CHAMBER 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 with a \$3,000,000 aggregate

The policy issued shall cover all actions or activities authorized by this Agreement and activities and vendors sponsored by CHAMBER for this event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities and vendors being covered and acknowledging carrier's coverage of the same. In the event there is any exclusion or limitation of CHAMBER's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of CHAMBER's event. Further, CHAMBER shall not allow any vendors that are not covered under CHAMBER's insurance policy to participate in the event.

- B. CHAMBER shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for CHAMBER's event (including but not limited to the serving of alcohol on CITY's property during the event), with the exception of vendors for which insurance is provided by other parties to this Agreement, in which case the respective vendor's insurance shall be primary and CHAMBER's insurance shall be secondary. CHAMBER agrees to be responsible for any damages or claim of loss not covered by CHAMBER's insurance or CHAMBER'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 September 11, 2023, then (1) CHAMBER 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. CHAMBER agrees to obtain from all vendors and sponsors of activities located on the City street a certificate of insurance showing general liability and products liability coverage in amounts not 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 12, 2023.

In the event there are vendors on the street from which CHAMBER has not obtained a certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending on the street and CHAMBER and its insurance carrier shall provide coverage for said unauthorized vendors. In any event, CHAMBER shall not allow any vendors that are not covered under CHAMBER's insurance policy to participate in the Oktoberfest event.

5. HOLD HARMLESS/INDEMNIFICATION. CHAMBER agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by CHAMBER 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 CHAMBER failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

6. BARRICADES. CITY shall erect moveable white and orange Type III barricades which completely barricade the closed public streets set forth in this Agreement.

7. HOLES IN STREET PROHIBITED. CHAMBER shall not drill any new holes in the surface of the street or alley. In the event CHAMBER uses preexisting holes in the surface of the street or alley to anchor tents, CHAMBER shall promptly refill the holes with material as approved by CITY's Engineer at the conclusion of the event.

8. NO PAINT ON STREET OR ALLEY. CHAMBER shall not place markings on any CITY street or alley with paint or any other permanent substance for this event. CHAMBER shall remove any temporary markings it places on the surface of the street or alley by washing the markings off the street or alley at the conclusion of CHAMBER's event. In the event that CHAMBER does paint or permanently mark the surface of the street, then City shall have the paint or marking removed and the cost thereof shall be paid by CHAMBER.

9. CONCESSIONS. All concession sales are subject to State and City sales tax. CHAMBER or its vendors shall file sales tax returns and pay the applicable sales tax as required by law.

10. SECURITY. CHAMBER shall, at its own expense, provide adequate security guards for crowd control for its event as well as for compliance with alcohol possession/consumption laws.

11. COPYRIGHTED MUSIC. CHAMBER 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 CHAMBER 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 CHAMBER activities being held on property owned by CITY.

12. 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.

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

14. TEMPORARY TOILETS. CHAMBER agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected to attend its event; however, no temporary toilets shall be placed in the travel lanes of the closed street or alley.

15. MANAGEMENT. The parties acknowledge and agree that CHAMBER shall be solely responsible for the operation and management of closed portions of the streets and alley during the term of this Agreement when the streets and alley are being utilized by CHAMBER for CHAMBER's event and related activities. CHAMBER shall be responsible for operating and managing the closed portions of the streets and alley in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the streets and alley 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"). CHAMBER represents and covenants to CITY that CHAMBER is familiar with the Rules and that CHAMBER shall operate and manage the closed portions of the streets and alley in accordance with the Rules. CHAMBER shall ensure that all individuals utilizing the closed portions of the streets and alley for CHAMBER's event shall conduct themselves in accordance with the Rules.

16. MAINTENANCE. CHAMBER shall be responsible for maintaining the closed portions of the streets and alley in accordance with the Rules so that the closed portions of the streets and alley 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. CHAMBER shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portions of the streets and alley in accordance with the Rules.

17. NO USAGE FEE. CHAMBER shall pay no fee to CITY under this Agreement for the use of the closed streets and alley for its event.

18. 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 CHAMBER resulting from CITY's cancellation of CHAMBER's activities.

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

NORFOLK AREA CHAMBER OF COMMERCE
FOUNDATION, A Nebraska Nonprofit
Corporation

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Norfolk Area Chamber of Commerce Foundation

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

609 W Norfolk Ave Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

27-1441871

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 9.22.23 9.23.23
Event Date(s):

Event Start Time(s): 4pm noon

Event End Time(s): 1am 1am

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Norfolk Area Chamber of Commerce (parking Lot & adjoining outdoor areas)

Event Street Address/City: 609 W Norfolk Ave, Norfolk, Ne 68701

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 315 X 329 (Diagram Form #109 must be attached)

Type of Event: fundraiser/dance/beer Estimate # of attendees: 10,000

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: Kelle Tichota Event Contact Phone Number: 4023714862

Event Contact Email: ktichota@norfolkareachamber.com

*Signature Authorized Representative:  Printed Name Kelle Tichota

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

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

Local Governing Body completes below:

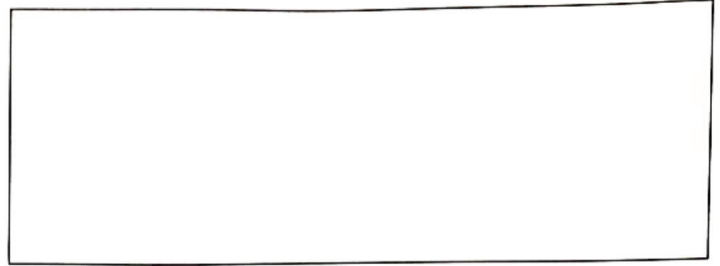
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

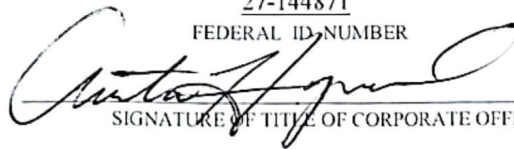
I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Norfolk Area Chamber of Commerce Foundation

NAME OF CORPORATION

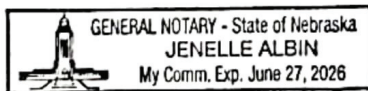
27-144871

FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 9th DAY OF August, 2023.



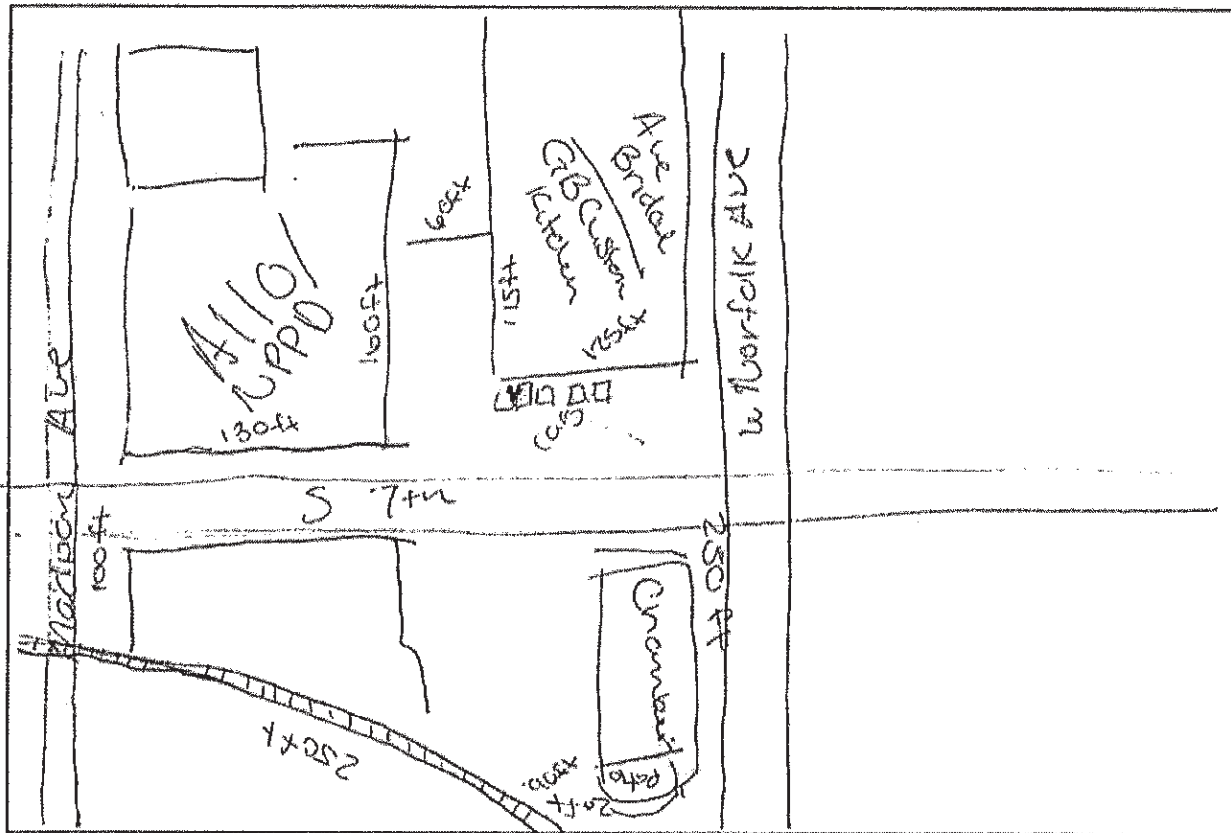

NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED hired professional security guards & volunteers

- 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

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE Topography makes placing double fencing
difficult, and not so necessary due to existence of nearby railroad tracks

TYPE OF FENCING TO BE USED cattle pipe fencing

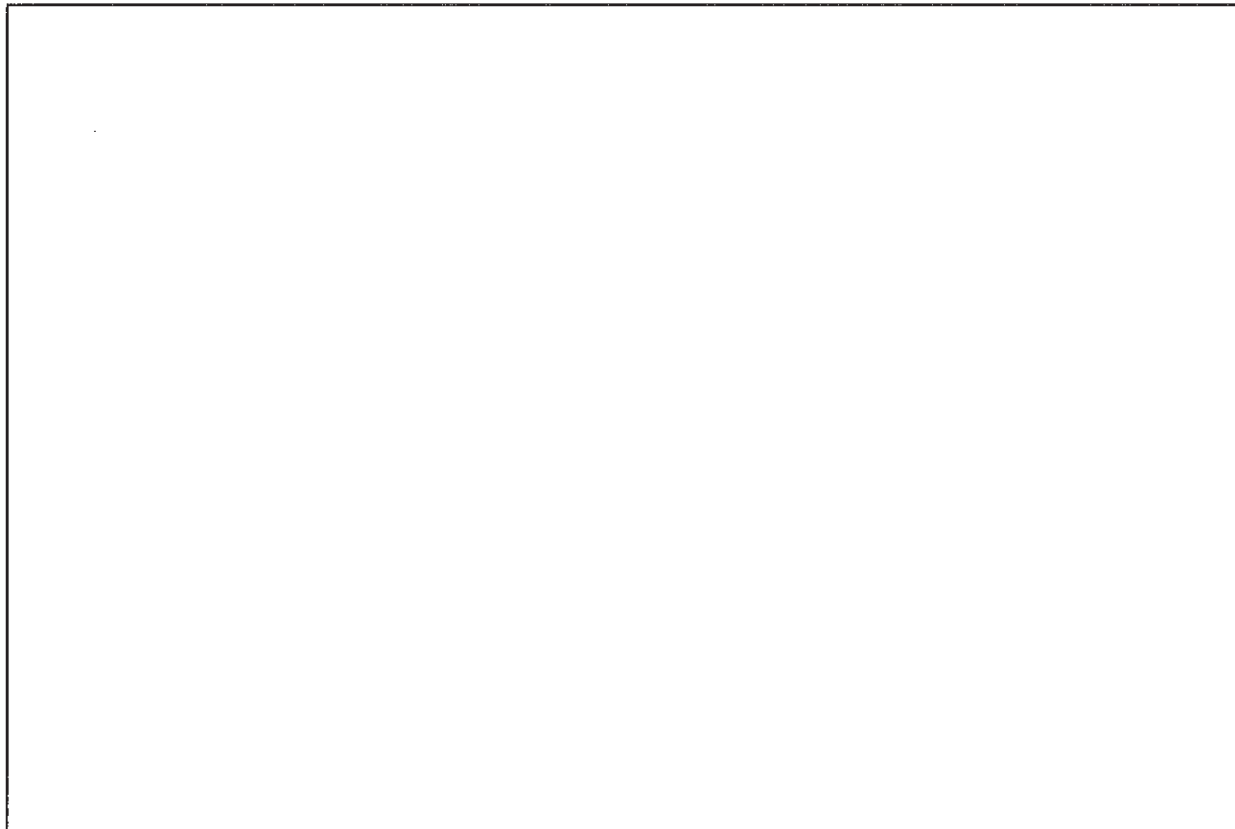
HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Hired professional security guards & volunteers

NUMBER OF SECURITY PERSONNEL 25 per day

EXPECTED NUMBER OF ATTENDEES 5,000 per day- This is an estimate

PLEASE DRAW DIAGRAM WITH MEASUREMENTS SHOWING THE METHODS OF FENCING OR MATERIALS BEING USED





**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Sacred Heart Church of Norfolk

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

204 S. 5th St., Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0380694

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

10/7/23

Event Start Time(s):

5 p.m.

Event End Time(s):

1 a.m.

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Norfolk Catholic Activities Center

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

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

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

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

Type of alcohol to be served: Beer Wine Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

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

Event Contact Email: nickbenes@sacredheartnorfolk.com

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

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

***Retail licensee – Must be signed by a member listed on permanent license**

***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

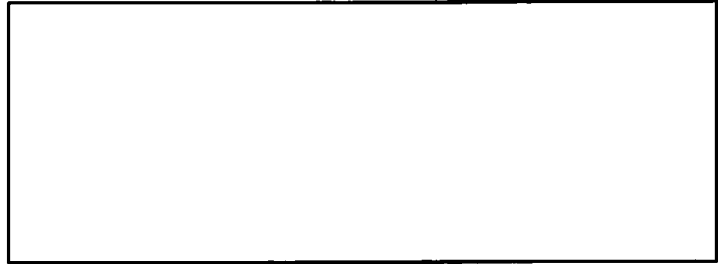
The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

Sacred Heart Church of Norfolk
NAME OF CORPORATION

47-0380694

FEDERAL ID NUMBER

Rev. Patrick A. McLaughlin
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 10 DAY OF August, 2023



Regina V. Long
NOTARY PUBLIC SIGNATURE & SEAL

Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

srames@norfolkne.gov

August 22, 2023

CERTIFIED RETURN RECEIPT REQUESTED

Heartland Pantry, Inc.
5820 Westown Pkwy
West Des Moines, IA 50266-8223

RE: Sidewalk located at 2107 Taylor Avenue, Norfolk, NE

Dear Current Owner,

Our office recently received notification that the sidewalk along your property at 2107 Taylor Avenue does not meet current minimum design standards for local pedestrians. For reference attached are pictures showing the sidewalk out of compliance. City staff made contact with your local office on July 3, 2023 regarding this issue.

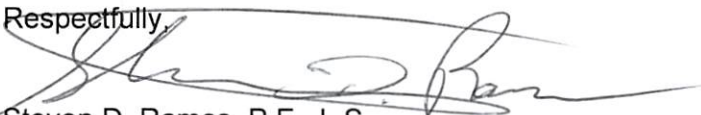
Therefore, this letter is to inform you of the situation and give you until November 20, 2023 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at srames@norfolkne.gov if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

Enclosure





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

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

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

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

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22;
State law reference—Sidewalk assessments, R.R.S. 1943, 16-861 et seq.

Sidewalk Construction Contractors

Updated August, 2023

Bolz Construction
Jason
607 Logan
Osmond, NE 68765
Phone 402-640-4797
Email: ajbolz@hotmail.com

BVJ Construction
Vidal A. Aguirre
4302 Pierce Drive
Norfolk, NE 68701
Phone: 402-640-1199

Ken Funk Construction
PO Box 1287
Norfolk, NE 68700-1287
402-565-4507 Home/Office
402-841-8285 Mobile
402-565-4502 Fax

Gavino Construction, LLC
2769 1st Avenue
Columbus, NE 68601
402-309-6293 or
402-910-0605
Gabinoamaro34@gmail.com
Gavinoconstruction021421@gmail.com

I & P Construction
Ignacio Machuca
2600 Crestview Road
Norfolk, NE 68701
Phone: 402-750-1043
iandpconstruction@outlook.com

Jimenez Construction
211 Shetland Path
Norfolk, NE 68701
402-992-1193
402-371-0992
jimenezconstruction@live.com

M & B Quality Concrete
Attn: Brent
4405 W Eisenhower Avenue
Norfolk, NE 68701
402-841-4007
brent@mbconcrete.net

Ned Porn
402-841-7475

Santana's Construction, LLC
Abel Aguilar
Norfolk, NE
402-649-6850
Santanasconstructionllc22@gmail.com

TDK Construction
Travis Kubes
1310 Sheridan Drive
Norfolk, NE 68701
402-992-9520
Fax 402-379-3604
traviskubes@yahoo.com

TNT Concrete and More LLC
Kalin & Kyle Thompson
402-640-5858 or 402-860-6952

Concrete Grinding

Updated June, 2018

Big Timber Sawmill
Hwy 35
Lanny Lawson
402-841-0695

Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

srames@norfolkne.gov

August 22, 2023

CERTIFIED RETURN RECEIPT REQUESTED

Darral Voecks
300 East Maple Avenue
Norfolk, NE 68701

RE: Sidewalk located at 815 Wood Street, Norfolk, NE

Dear Current Owner,

Our office recently received notification that the sidewalk along your property at 815 Wood Street does not meet current minimum design standards for local pedestrians. For reference attached are pictures showing the sidewalk out of compliance.

Therefore, this letter is to inform you of the situation and give you until November 20, 2023 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at srames@norfolkne.gov if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

Enclosure



8/21/2023



8/21/2023



8/21/2023

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

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

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

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

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22;
State law reference—Sidewalk assessments, R.R.S. 1943, 16-661 et seq.

Sidewalk Construction Contractors

Updated August, 2023

Bolz Construction
Jason
607 Logan
Osmond, NE 68765
Phone 402-640-4797
Email: ajbolz@hotmail.com

BVJ Construction
Vidal A. Aguirre
4302 Pierce Drive
Norfolk, NE 68701
Phone: 402-640-1199

Ken Funk Construction
PO Box 1287
Norfolk, NE 68700-1287
402-565-4507 Home/Office
402-841-8285 Mobile
402-565-4502 Fax

Gavino Construction, LLC
2769 1st Avenue
Columbus, NE 68601
402-309-6293 or
402-910-0605
Gabinoamaro34@gmail.com
Gavinoconstruction021421@gmail.com

I & P Construction
Ignacio Machuca
2600 Crestview Road
Norfolk, NE 68701
Phone: 402-750-1043
iandpconstruction@outlook.com

Jimenez Construction
211 Shetland Path
Norfolk, NE 68701
402-992-1193
402-371-0992
jimenezconstruction@live.com

M & B Quality Concrete
Attn: Brent
4405 W Eisenhower Avenue
Norfolk, NE 68701
402-841-4007
brent@mbconcrete.net

Ned Porn
402-841-7475

Santana's Construction, LLC
Abel Aguilar
Norfolk, NE
402-649-6850
Santanasconstructionllc22@gmail.com

TDK Construction
Travis Kubes
1310 Sheridan Drive
Norfolk, NE 68701
402-992-9520
Fax 402-379-3604
traviskubes@yahoo.com

TNT Concrete and More LLC
Kalin & Kyle Thompson
402-640-5858 or 402-860-6952

Concrete Grinding

Updated June, 2018

Big Timber Sawmill
Hwy 35
Lanny Lawson
402-841-0695

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Tunink's Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Brad B. Tunink 315 W Northwestern Ave., Norfolk, NE
Name Address
402-750-3866
Phone Email

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

Contact: _____
(other than Name Address
Applicant)

Phone Email


Current Zoning: I-2

General Location/Address: 315 W Northwestern Ave., Norfolk, NE

Legal Description: See Attached Sheet

Tax ID# 590042106

Property Area, Square Feet and/or Acres: 38,498 sq. ft.



Signature of Owner

Brad B. Tunink

Printed Name of Owner

OR

Authorized Agent

Printed Name of Authorized Agent

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

Legal Description:

Tract Two of Medelman's Lot Boundary Change in the City of Norfolk, Madison County, Nebraska, being part of the Northeast ¼ of the Northeast ¼ of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

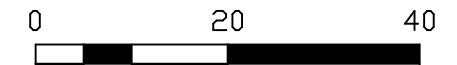
That part of the Northeast ¼ of the Northeast ¼ of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, which is bounded as follows: On the Northerly side by the Southerly line of Northwestern Avenue; on the Easterly side by a line drawn at right angles to said Southerly line of Northwestern Avenue, a point thereon distance 410.42 feet (410.82 feet measured) Westerly from its Intersection with the Southerly extension of the West line of Second Street; thence on the Southerly side by a line parallel, with and distant 25.0 feet Northerly measured at right angles, from the center line of the main track of the Chicago and Northwestern Transportation Company, as said main track is now located; and on the Westerly side by a line drawn parallel, with the West line of said quarter-quarter section through a point on the Southerly line of said Northwestern Avenue at a point thereon distance 190.0 feet (190.2 feet measured) Easterly from its intersection with the West line of said quarter-quarter excluding therefrom the East 55.0 feet thereof being measured parallel with the Southerly line of Northwestern Avenue.

Proj. No.
2023-63



- Legend
- ◆ Chiseled 'X' Found
 - Pipe Found
 - Pin Set
 - △ Calc. Point
 - P Platted Dist.
 - JR Jeffrey S. Ryan's Dist.
 - M Measured Dist.

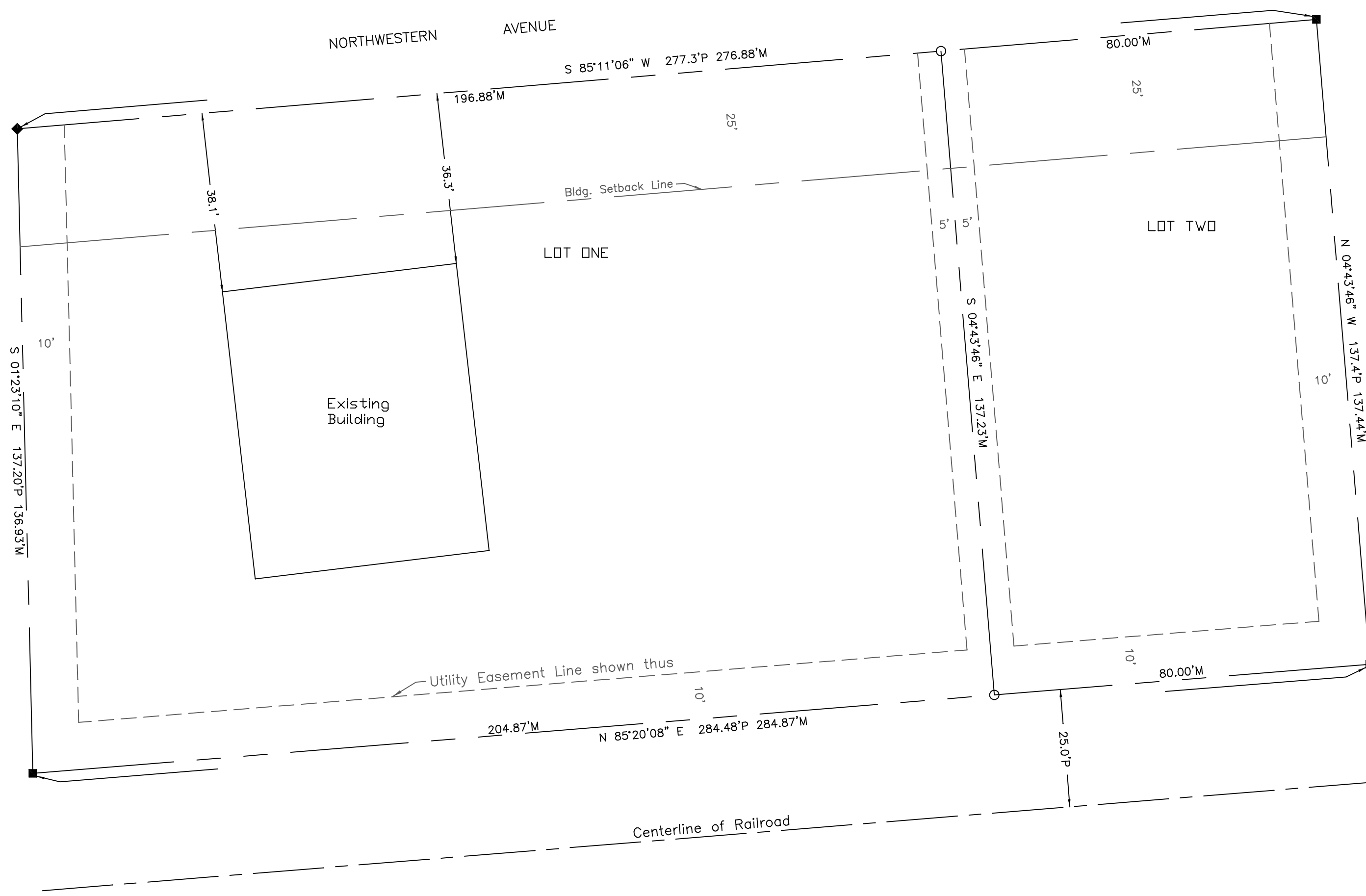
- Property Line
- - - Block Line
- Lot Line
- - - Building Setback Line
- - - Utility Easement Line
- - - 1/16th Line
- - - 1/4 Line
- - - Centerline of Railroad Line



Lot	Area	Address
One	27,512 sq. ft.	315 W Northwestern Ave.
Two	10,986 sq. ft.	309 W Northwestern Ave.

Notes:

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



Owners Certificate

I, the undersigned, sole owner of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lots One and Two, to be known hereinafter as TUNINK'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Brad B. Tunink

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Brad B. Tunink.

My commission expires: _____ (Signature)

Notary Public

Consent of Lienholder

I, _____ (title) of Great Western Bank, Columbus, being a lienholder of the described tract of land, hereby approve and agree to the platting of TUNINK'S ADDITION to the City of Norfolk, Madison County, Nebraska, on this ____ day of _____, 2023, on behalf of said Great Western Bank, Columbus.

(Signature)
(Print), _____ (title) of Great Western Bank, Columbus

State of Nebraska)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ (title) of Great Western Bank, Columbus.

My commission expires: _____ (Signature)

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.

Dan Spray
Chairman

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this ____ day of _____, 2023.

Attest: _____
Brianna Duerst
City Clerk

Josh Moenning
Mayor

WAIVER

I, Brad B. Tunink 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.

Brad B. Tunink

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

Surveyors Statement

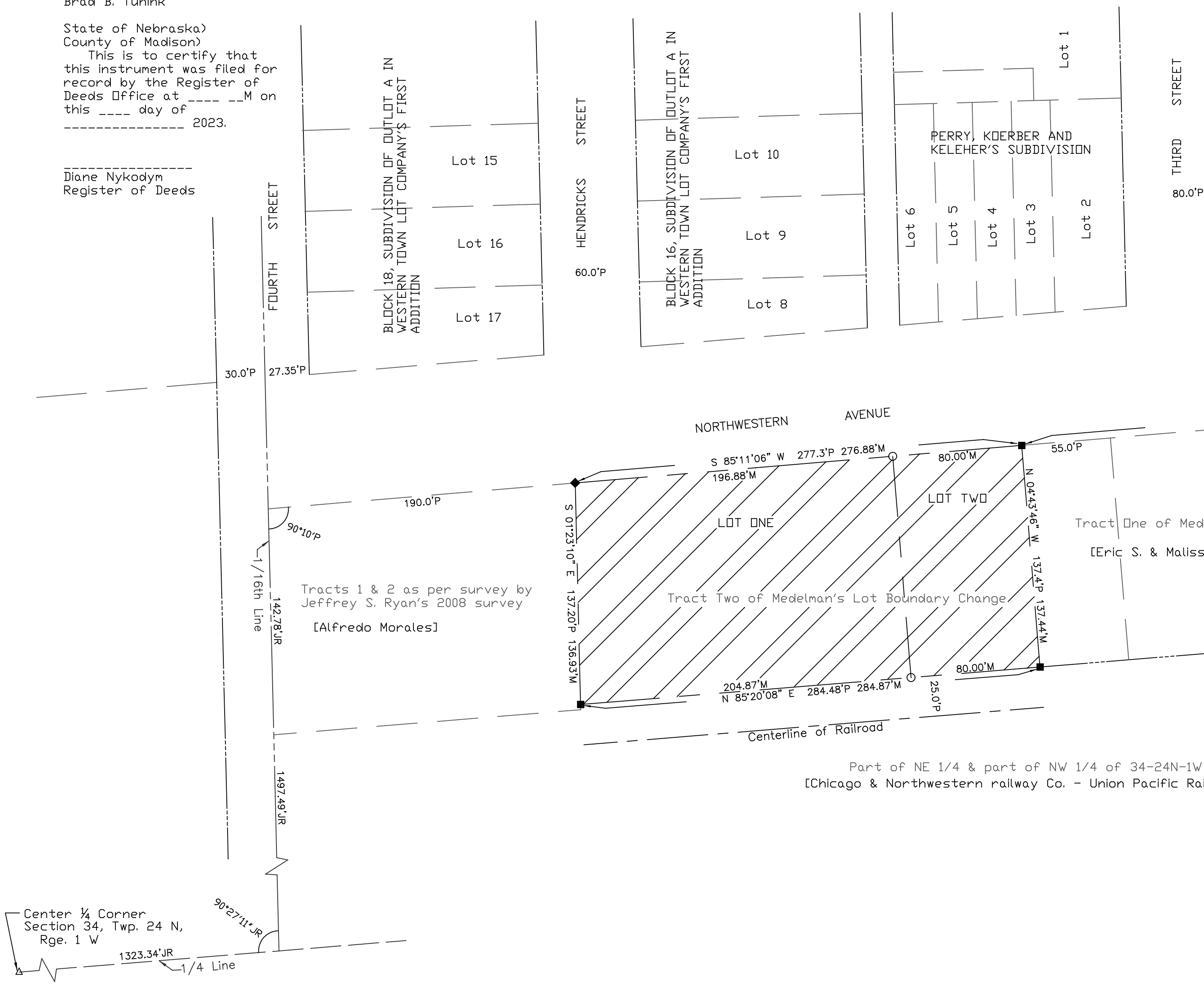
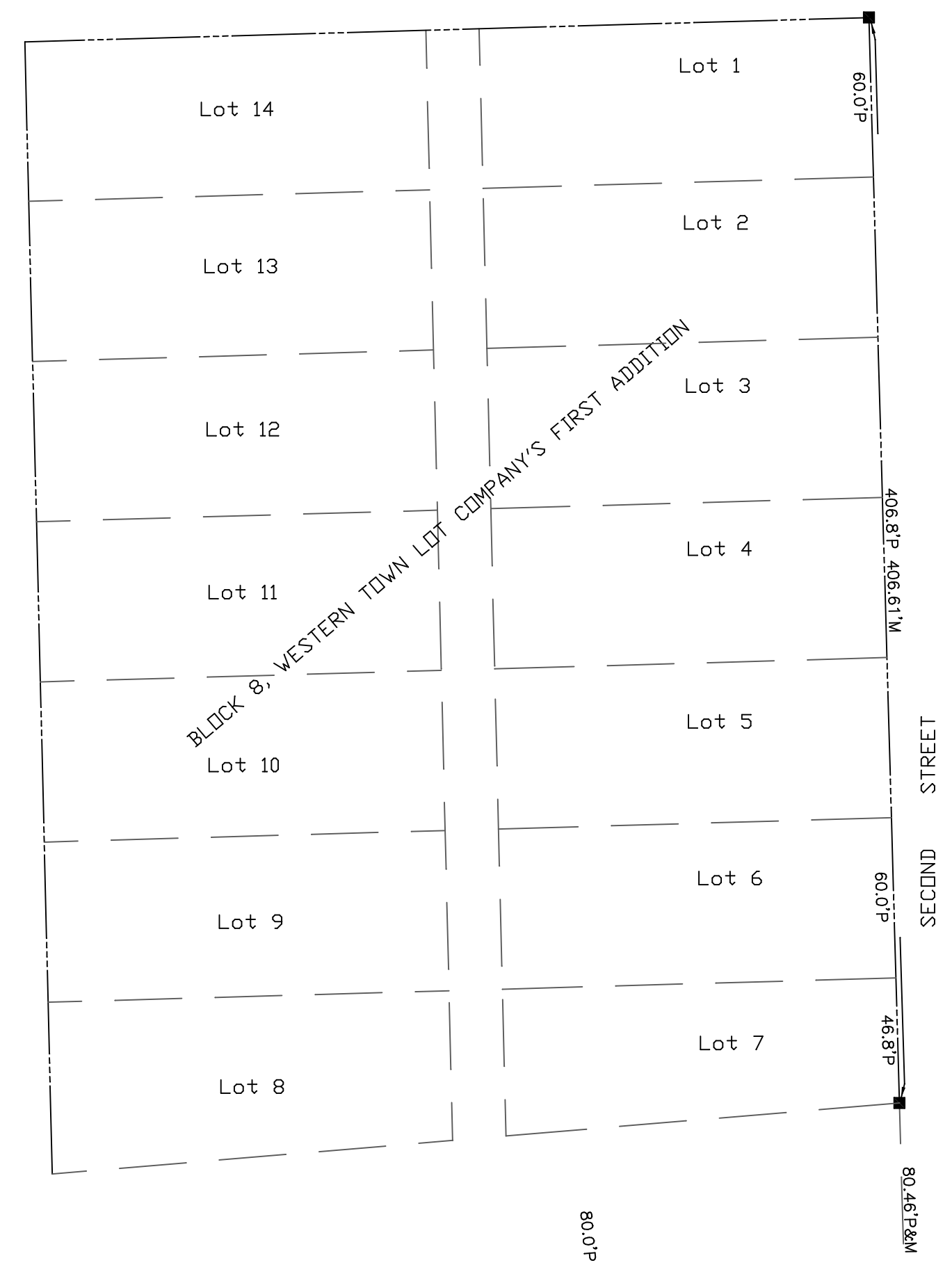
I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of TUNINK'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said TUNINK'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 TUNINK'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 TUNINK'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One and Two at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows:
Tract Two of Medelman's Lot Boundary Change in the City of Norfolk, Madison County, Nebraska, being part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:
That part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, which is bounded as follows: On the Northernly side by the Southernly line of Northwestern Avenue; on the Easterly side by a line drawn at right angles to said Southernly line of Northwestern Avenue, a point thereon distance 410.42 feet (410.82 feet measured) Westerly from its intersection with the Southernly extension of the West line of Second Street; thence on the Southernly side by a line parallel, with and distant 25.0 feet Northernly measured at right angles, from the center line of the main track of the Chicago and Northwestern Transportation Company, as said main track is now located; and on the Westerly side by a line drawn parallel, with the West line of said quarter-quarter section through a point on the Southernly line of said Northwestern Avenue at a point thereon distance 190.0 feet (190.2 feet measured) Easterly from its intersection with the West line of said quarter-quarter excluding therefrom the East 55.0 feet thereof being measured parallel with the Southernly line of Northwestern Avenue.

I hereby state that I have executed this instrument on this 14th day of July, 2023.

LaVern F. Schroeder
Registered Land Surveyor #312

GENERAL LAYOUT
Scale: 1" = 50'



Point of intersection of the Southernly extension of the West R.O.W. of 2nd Street and the Southernly R.O.W. of Northwestern Avenue

Part of NE 1/4 & part of NW 1/4 of 34-24N-1W
[Chicago & Northwestern railway Co. - Union Pacific Railroad]

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On August 8, 2023 the Norfolk Planning Commission reviewed the final plat of Tunink'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 6-0 vote.

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-47

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:

Tract Two of Medelman's Lot Boundary Change in the City of Norfolk, Madison County, Nebraska, being part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: That part of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, which is bounded as follows: On the Northerly side by the Southerly line of Northwestern Avenue; on the Easterly side by a line drawn at right angles to said Southerly line of Northwestern Avenue, a point thereon distance 410.42 feet (410.82 feet measured) Westerly from its intersection with the Southerly extension of the West line of Second Street; thence on the Southerly side by a line parallel, with and distant 25.0 feet Northerly measured at right angles, from the center line of the main track of the Chicago and Northwestern Transportation Company, as said main track is now located; and on the Westerly side by a line drawn parallel, with the West line of said quarter-quarter section through a point on the Southerly line of said Northwestern Avenue at a point thereon distance 190.0 feet (190.2 feet measured) Easterly from its intersection with the West line of said quarter-quarter excluding therefrom the East 55.0 feet thereof being measured parallel with the Southerly line of Northwestern Avenue.

WHEREAS, said property is owned by Brad B. Tunink; 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 Tunink'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

For Office Use Only	Date Rec'd <u>5-9-23</u>
	Fee \$ <u>325</u> <u>5-1</u>
	Rec'd by <u>EJ</u>

ZONING CHANGE APPLICATION

Applicant: Garth & Krista Ferris 221 Jackson Ave., Norfolk

Name 308-249-0887 Address garth.ferris@altertrading.com

Phone 308-249-0887 Email garth.ferris@altertrading.com

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

Contact: _____

(other than applicant) Name _____ Address _____

Phone _____ Email _____

Current Zoning: R-2 **Proposed Zoning:** R-1

Location of Property: 221 Jackson Ave., Norfolk


Legal Description: E 75 ft. of W 240 ft. of Lot 36, Homestead Acres, Norfolk, NE

Tax ID # 590062956

Property Area, Square feet and/or Acres: 9750 sq. ft.

Use of Adjoining Properties:

North: Resident East: Resident South: Recreation West: Resident



Signature of Owner
Garth Ferris

Printed Name of Owner



Authorized Agent
Krista Ferris

Printed Name of Authorized Agent

OR

**ZONING CHANGE
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?
The Comprehensive Plan shows Single Family Residential for the entire area around property.

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

Yes

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

yes - part is in the flood plane as per FIRM 31119C0095D

4. What is the justification for the zone change as it relates to the overall Land Use?

We are requesting this zoning change so owner can change his existing lot lines & not have 2 zonings on new lot.

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

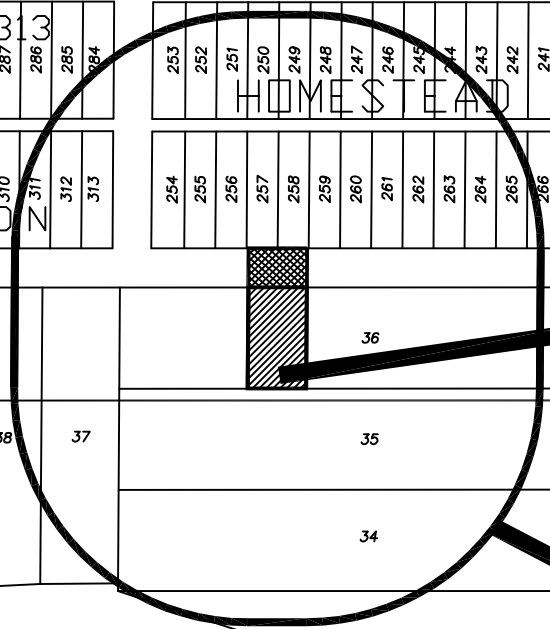
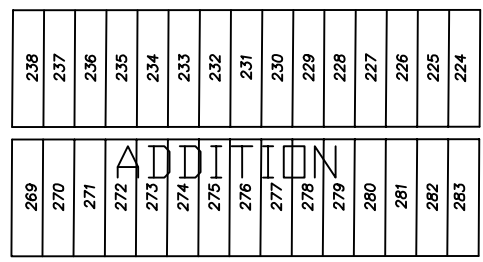
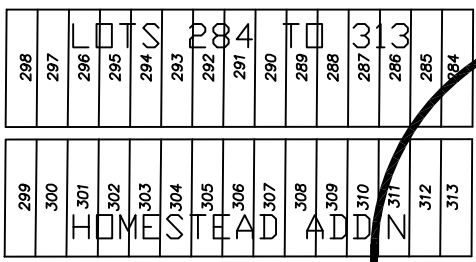
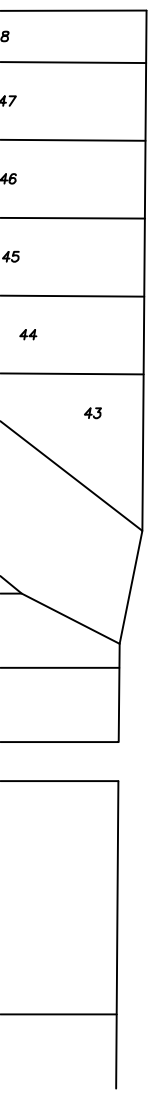
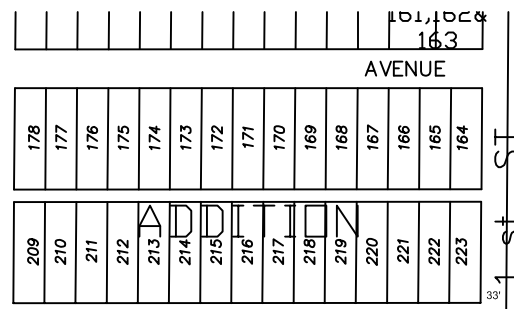
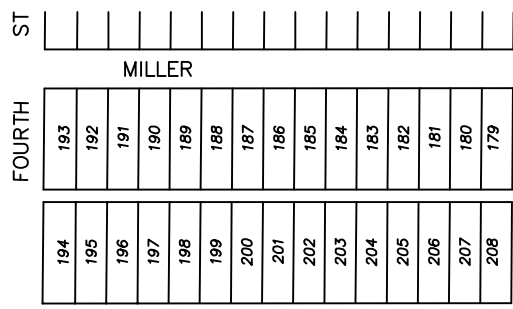
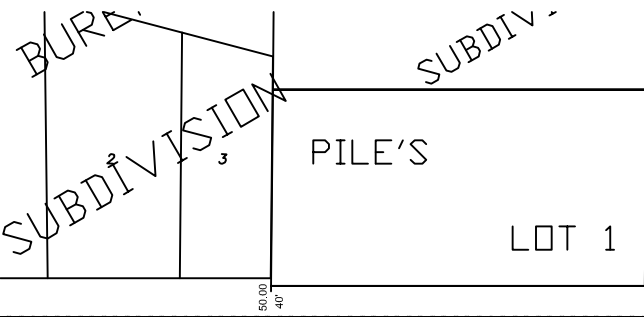
The property is surrounded by residents and recreation.

6. What is the general character of the area?

There are residents to the East, West & North, to the North is recreation

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

The property has existing City Water & Sewer.



TRACT 1

2 ACRES

300' BOUNDARY

NOT TO SCALE
S:\DEPT\ENG\FIREPLOT\34se241-051023

GARFIELD ST.

SECOND

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Garth and Krista Ferris, to consider a zoning change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

ORDINANCE NO. 5841

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

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

Section 1. That the R-2 (One and Two Family Residential District) zoning on the following
described real estate:

The East 75 feet of the West 240 feet of Lot 36, Homestead Acres Addition to Norfolk, Madison
County,
Nebraska.

is hereby changed to R-1 (Single Family Residential District)

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

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

For Office Use Only	Date Rec'd <u>5-9-23</u>
	Fee \$ <u>330</u> <u>5-9</u>
	Rec'd by <u>EJ</u>

SUBDIVISION APPLICATION

Name of Subdivision: Ferris-Kielty Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Garth & Krista Ferris and Tom Kielty 221 & 215 Jackson Ave., Norfolk, NE

Name 308-249-0887 (Garth Ferris) Address

Phone Email

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

Contact: Garth Ferris 221 Jackson Ave., Norfolk, NE

(other than Applicant) Name 308-249-0887 Address

Phone Email


Current Zoning: R-1 & R-2

General Location/Address: 221 & 215 Jackson Ave., Norfolk, NE

Legal Description: pts. of Lots 33, 34, 35 & 36, Homestead Acres, City of Norfolk, Madison County, NE

Tax ID# 590062956, 590062964 & 590167073

Property Area, Square Feet and/or Acres: 4.63 Acres



Signature of Owner
Garth Ferris

Printed Name of Owner



Authorized Agent
Krista Ferris

Printed Name of Authorized Agent

OR

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Ferris-Kielty Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Garth & Krista Ferris and Tom Kielty 221 & 215 Jackson Ave., Norfolk, NE

Name 308-249-0887 (Garth Ferris) Address _____

Phone _____ Email _____

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

Contact: Garth Ferris 221 Jackson Ave., Norfolk, NE

(other than Name Address
Applicant) 308-249-0887 _____

Phone _____ Email _____

Current Zoning: R-1 & R-2

General Location/Address: 221 & 215 Jackson Ave., Norfolk, NE

Legal Description: pts. of Lots 33, 34, 35 & 36, Homestead Acres, City of Norfolk, Madison County, NE

Tax ID# 590062956, 590062964 & 590167073

Property Area, Square Feet and/or Acres: 4.63 Acres

Thomas Kielty
Signature of Owner

Authorized Agent

Thomas A. Kielty OR

Thomas Kielty
Printed Name of Owner

Printed Name of Authorized Agent

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

Legal Description:

The East 75 feet of the West 240 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND

The East 341 feet of Lot 36 and the East 61 feet of the West 301 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND

The East 341 feet of Lots 33, 34 and 35, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

FERRIS-KIELTY ADDITION
to the City of Norfolk, Madison
County, Nebraska

Notes:

- 1) Bearings are based on Grid North (US/NAD83/NE Datum) based on direct observation using G.P.S. equipment on the HPRK Network.
- 2) Distances shown on the Plat are Horizontal Ground Distances.
- 3) A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 5617 of the City of Norfolk passed and approved on June 3, 2019.
- 4) The easement shown on Lot One is as per Survivorship Warranty Deed recorded in Book 2018, page 02163 - a new sanitary sewer easement will be approved by the City within the next year for these properties.

Lot	Area	Address
One	0.35 Acres	221 Jackson Avenue
Two	0.93 Acres	215 Jackson Avenue
Three	3.20 Acres	201 Jackson Avenue

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of FERRIS-KIELTY ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of part of Lots 33, 34, 35 & 36, Homestead Acres Addition to the City of Norfolk, Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said FERRIS-KIELTY 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 FERRIS-KIELTY 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 FERRIS-KIELTY ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One, Two and Three at the instance and request of the owners.

The tract of land comprising said Addition is more particularly described as follows:
The East 75 feet of the West 240 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND
The East 341 feet of Lot 36 and the East 61 feet of the West 301 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND
The East 341 feet of Lots 33, 34 and 35, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

I hereby state that I have executed this instrument on this 19th day of June, 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 Lots One, Two and Three, to be known hereinafter as FERRIS-KIELTY ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of part of Lots 33, 34, 35 & 36, Homestead Acres Addition to the City of Norfolk, Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Garth Ferris Krista Ferris

Thomas A. Kielty a/k/a
Thomas Anthony Kielty

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Garth Ferris and Krista Ferris, husband and wife.

My commission expires: _____ (Signature)

Notary Public (Printed)

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Thomas A. Kielty a/k/a Thomas Anthony Kielty.

My commission expires: _____ (Signature)

Notary Public (Printed)

Consent of Lienholder (Ferris)

I, _____ (title) of Quicken Loans Inc., being a lienholder of the described tract of land, hereby approve and agree to the platting of FERRIS-KIELTY ADDITION to the City of Norfolk, Madison County, Nebraska, on this ____ day of _____, 2023, on behalf of said Quicken Loans Inc.

(Signature) _____ (Print), _____ (title) of Quicken Loans Inc.

State of Nebraska)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ (title) of Quicken Loans Inc.

My commission expires: _____ (Signature)

Notary Public (Print)

Consent of Lienholder (Kielty)

I, _____ (title) of US Bank National Association, being a lienholder of the described tract of land, hereby approve and agree to the platting of FERRIS-KIELTY ADDITION to the City of Norfolk, Madison County, Nebraska, on this ____ day of _____, 2023, on behalf of said US Bank National Association.

(Signature) _____ (Print), _____ (title) of US Bank National Association.

State of Nebraska)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ (title) of US Bank National Association.

My commission expires: _____ (Signature)

Notary Public (Print)

WAIVER

We, Garth Ferris & Krista Ferris and Thomas A. Kielty a/k/a Thomas Anthony Kielty 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.

Garth Ferris Krista Ferris

Thomas A. Kielty a/k/a
Thomas Anthony Kielty

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.

Dan Spray
Chairman

APPROVAL

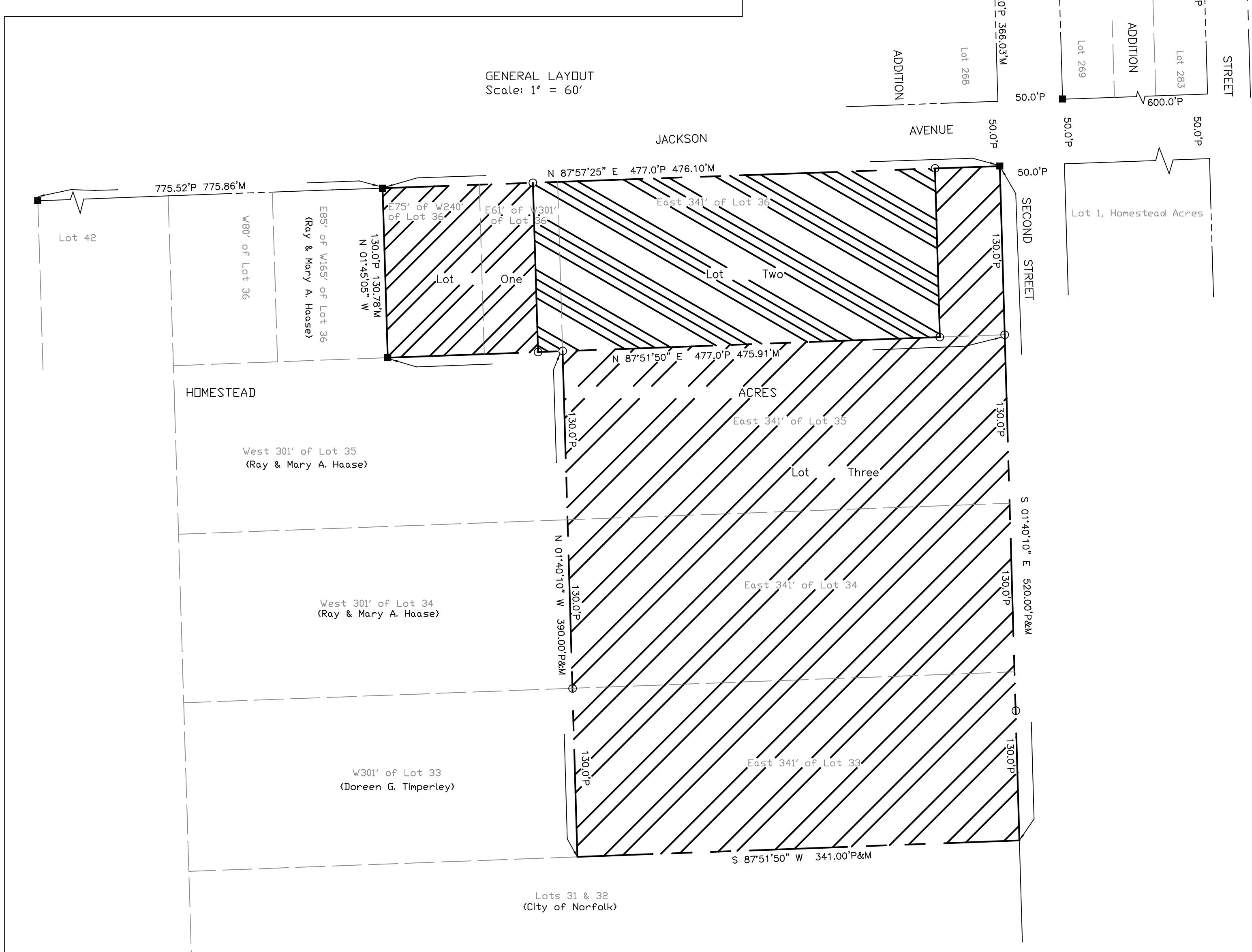
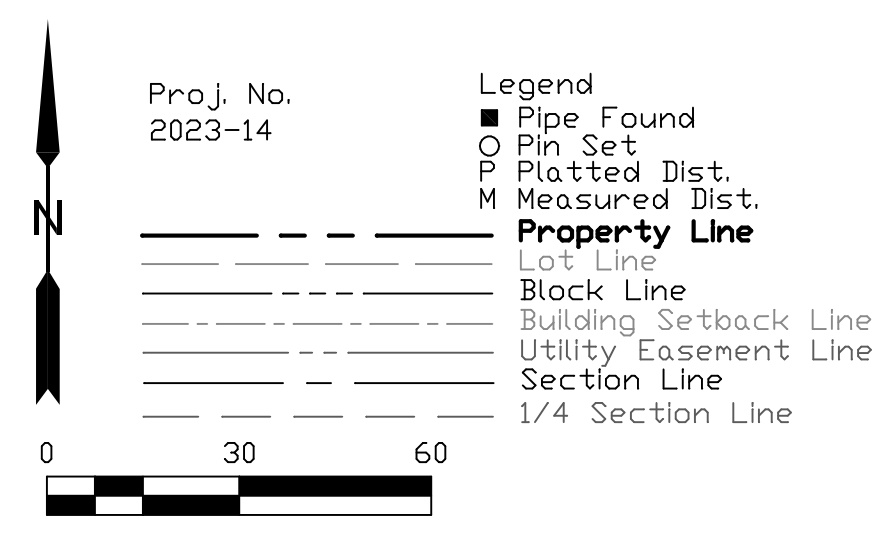
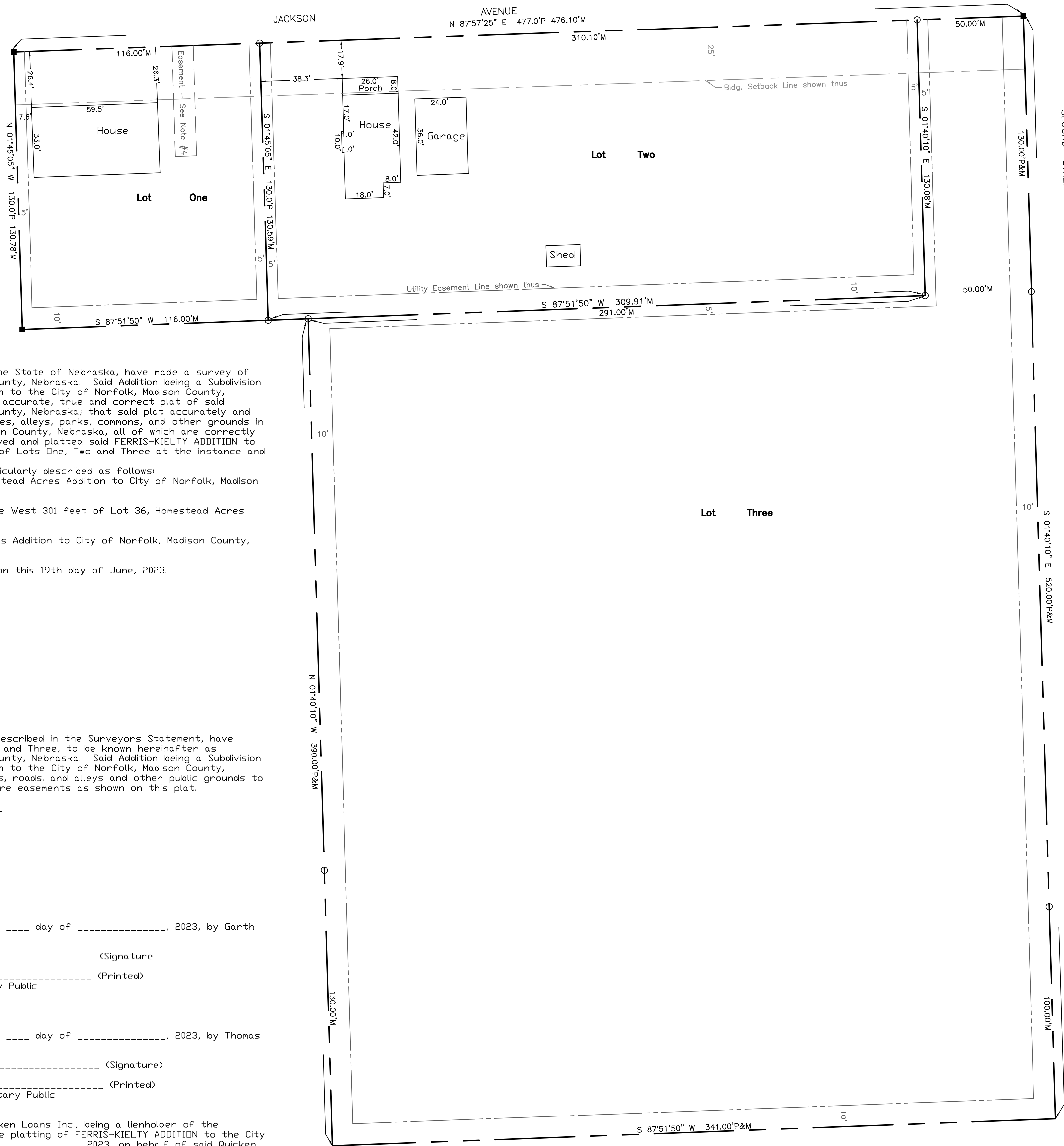
The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this ____ day of _____, 2023.

Attest: Brianna Duerst Josh Moening
City Clerk Mayor

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



August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Garth and Krista Ferris, to consider a zoning change from R-2 (One and Two Family Residential District) to R-1 (Single Family Residential District) on property addressed as 221 Jackson Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-~~48~~

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 75 feet of the West 240 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND

The East 341 feet of Lot 36 and the East 61 feet of the West 301 feet of Lot 36, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

AND

The East 341 feet of Lots 33, 34 and 35, Homestead Acres Addition to City of Norfolk, Madison County, Nebraska

WHEREAS, said property is owned by Garth & Krista Ferris, husband and wife and Thomas A. Kielty; 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 Ferris-Kielty 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

ZONING CHANGE JUSTIFICATION FORM

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

The Comprehensive Plan shows Single Family & Multi Family Residential for the property. There is Commercial to the South.

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

No

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

No

4. What is the justification for the zone change as it relates to the overall Land Use?

We are requesting this zoning change as required by the City and changing all of the bank's property to Commercial.

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

The property is surrounded by residents and commercial.

6. What is the general character of the area?

There are residents to the East, West & North, to the South is commercial

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

The property has existing City Water & Sewer.

Legal Description for Rezoning:

Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska.

and

Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, a replat of Lots 11 thru 19, all in M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; Lots 7 and 10, Raasch's 3rd Addition to the City of Norfolk, Nebraska; Part of Lot 1, Block 1, Virginia's Addition to the City of Norfolk, Nebraska; and Lot 2, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, LESS that part more particularly described as follows:

Beginning at the NE corner of said Lot 12; thence West along the North line of said Lot 12, 68.11 ft. to a point on the East line of Lot 1, said Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, said point also being the SW corner of Lot 20, M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; thence South along the East line of said Lot 1, 32.54 ft. to the SE corner of said Lot 1; thence East 67.99 ft to a point on the East line of said Lot 12; thence North along the East line of said Lot 12, 31.92 ft. to the Point of Beginning (also known as Tract "B", Lot Boundary Change Between Lots 1 and 12, Virginia's Second Addition, an Addition to the City of Norfolk, Madison County, Nebraska).

AND

Part of Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska;

thence S 87°49'20" W a distance of 107.03 feet to a point on the West line of said Lot 10;

thence S 01°35'52" E, on the West line of said Lot 10, a distance of 230.69 feet to the Southwest corner of said Lot 10;

thence S 50°24'41" E, on the Southerly line of said Lot 10, a distance of 142.35 feet to the Southeast corner of said Lot 10;

thence N 01°36'59" W, on East line of said Lot 10, a distance of 325.51 feet to the point of beginning and containing 0.68 acres more or less.

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Roger L. Bader, Kirk M. Bader & Jackie A. Mayer and Elkhorn Valley Bank & Trust, to consider a zoning change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2607 Westside Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

ORDINANCE NO. 5842

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

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

Section 1. That the R-1 (Single Family Residential District) and C-3 (Service Commercial District) zoning on the following described real estate:

Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska.
and

Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, a replat of Lots 11 thru 19, all in M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; Lots 7 and 10, Raasch's 3rd Addition to the City of Norfolk, Nebraska; Part of Lot 1, Block 1, Virginia's Addition to the City of Norfolk, Nebraska; and Lot 2, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, LESS that part more particularly described as follows:

Beginning at the NE corner of said Lot 12; thence West along the North line of said Lot 12, 68.11 ft. to a point on the East line of Lot 1, said Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, said point also being the SW corner of Lot 20, M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; thence South along the East line of said Lot 1, 32.54 ft. to the SE corner of said Lot 1; thence East 67.99 ft to a point on the East line of said Lot 12; thence North along the East line of said Lot 12, 31.92 ft. to the Point of Beginning (also known as Tract "B", Lot Boundary Change Between Lots 1 and 12, Virginia's Second Addition, an Addition to the City of Norfolk, Madison County, Nebraska).
AND

Part of Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska;
thence S 87°49'20" W a distance of 107.03 feet to a point on the West line of said Lot 10;
thence S 01°35'52" E, on the West line of said Lot 10, a distance of 230.69 feet to the Southwest corner of said Lot 10;
thence S 50°24'41" E, on the Southerly line of said Lot 10, a distance of 142.35 feet to the Southeast corner of said Lot 10;
thence N 01°36'59" W, on East line of said Lot 10, a distance of 325.51 feet to the point of beginning and containing 0.68 acres more or less.

is hereby changed to C-3 (Service Commercial District)

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

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Elkhorn Valley Bank & Trust - Bader Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Elkhorn Valley Bank & Trust, Roger Bader, Jackie Mayer & Kirk Bader 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Name	Address
<u>402-649-3874 (Jarvis Otten of Elkhorn Valley Bank)</u>	<u>Jarvis@elkhornvalleybank.com</u>
Phone	Email

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

Contact: _____
(other than Name Address
Applicant) Phone Email

Current Zoning: R-1

General Location/Address: 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Legal Description: Lots 10, 13 & pt. of Lot 12, Virginia's Second Add. to City of Norfolk, Madison County, NE

Tax ID# 590235966, 590042033 & 590103156

Property Area, Square Feet and/or Acres: 8.70 Acres


Signature of Owner

Elkhorn Valley Bank & Trust
Printed Name of Owner

OR

Authorized Agent

Printed Name of Authorized Agent



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

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Elkhorn Valley Bank & Trust - Bader Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Elkhorn Valley Bank & Trust, Roger Bader, Jackie Mayer & Kirk Bader 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Name 402-649-3874 (Jarvis Otten of Elkhorn Valley Bank) **Address** Jarvis@elkhornvalleybank.com

Phone _____ **Email** _____

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

Contact: _____
 (other than Name Address
 Applicant) _____
 Phone Email

Current Zoning: R-1

General Location/Address: 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Legal Description: Lots 10, 13 & pt. of Lot 12, Virginia's Second Add. to City of Norfolk, Madison County, NE

Tax ID# 590235966, 590042033 & 590103156

Property Area, Square Feet and/or Acres: 8.70 Acres

R Bader
 Signature of Owner

Roger L. Bader
 Printed Name of Owner

OR

 Authorized Agent

 Printed Name of Authorized Agent

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

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Elkhorn Valley Bank & Trust - Bader Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Elkhorn Valley Bank & Trust, Roger Bader, Jackie Mayer & Kirk Bader 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Name 402-649-3874 (Jarvis Otten of Elkhorn Valley Bank) Address Jarvis@elkhornvalleybank.com

Phone _____ Email _____

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

Contact: _____
(other than Name Address
Applicant)

Phone _____ Email _____

Current Zoning: R-1

General Location/Address: 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Legal Description: Lots 10, 13 & pt. of Lot 12, Virginia's Second Add. to City of Norfolk, Madison County, NE

Tax ID# 590235966, 590042033 & 590103156

Property Area, Square Feet and/or Acres: 8.70 Acres

Kirk M. Bader
Signature of Owner

Kirk M. Bader

Printed Name of Owner

OR

Authorized Agent

Printed Name of Authorized Agent

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

SUBDIVISION APPLICATION

Name of Subdivision: Elkhorn Valley Bank & Trust - Bader Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Elkhorn Valley Bank & Trust, Roger Bader, Jackie Mayer & Kirk Bader 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Name 402-649-3874 (Jarvis Otten of Elkhorn Valley Bank) Address Jarvis@elkhornvalleybank.com

Phone _____ Email _____

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

Contact: _____
(other than Name Address
Applicant) _____
Phone Email

Current Zoning: R-1

General Location/Address: 404 S 25th St. & 2607 Westside Ave., Norfolk, NE

Legal Description: Lots 10, 13 & pt. of Lot 12, Virginia's Second Add. to City of Norfolk, Madison County, NE

Tax ID# 590235966, 590042033 & 590103156

Property Area, Square Feet and/or Acres: 8.70 Acres

Jackie Mayer
Signature of Owner
Jackie A. Mayer
Printed Name of Owner

OR

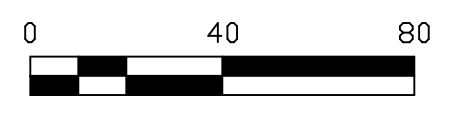
Authorized Agent

Printed Name of Authorized Agent

Lot	Area	Address
One	0.26 Acres	2607 Westside Avenue
Two	8.44 Acres	404 S 25th Street

- 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.

- Legend
- Pipe Found
 - Pin Found
 - Pin Set
 - P Platted Dist.
 - M Measured Dist.
 - Property Line
 - Lot Line
 - Subdivision Line
 - Building Line
 - Utility Easement Line - Existing as per Virginia's Second Addition
 - Easement for Gas Regulator
 - Drainage Easement
 - Building Setback
 - Section Line
 - Water Line Easement - Existing as per Virginia's Second Addition
 - Sanitary Sewer Line Easement - Existing as per Virginia's Second Addition
 - Ingress & Egress Easement Line - Existing as per Virginia's Second Addition



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.

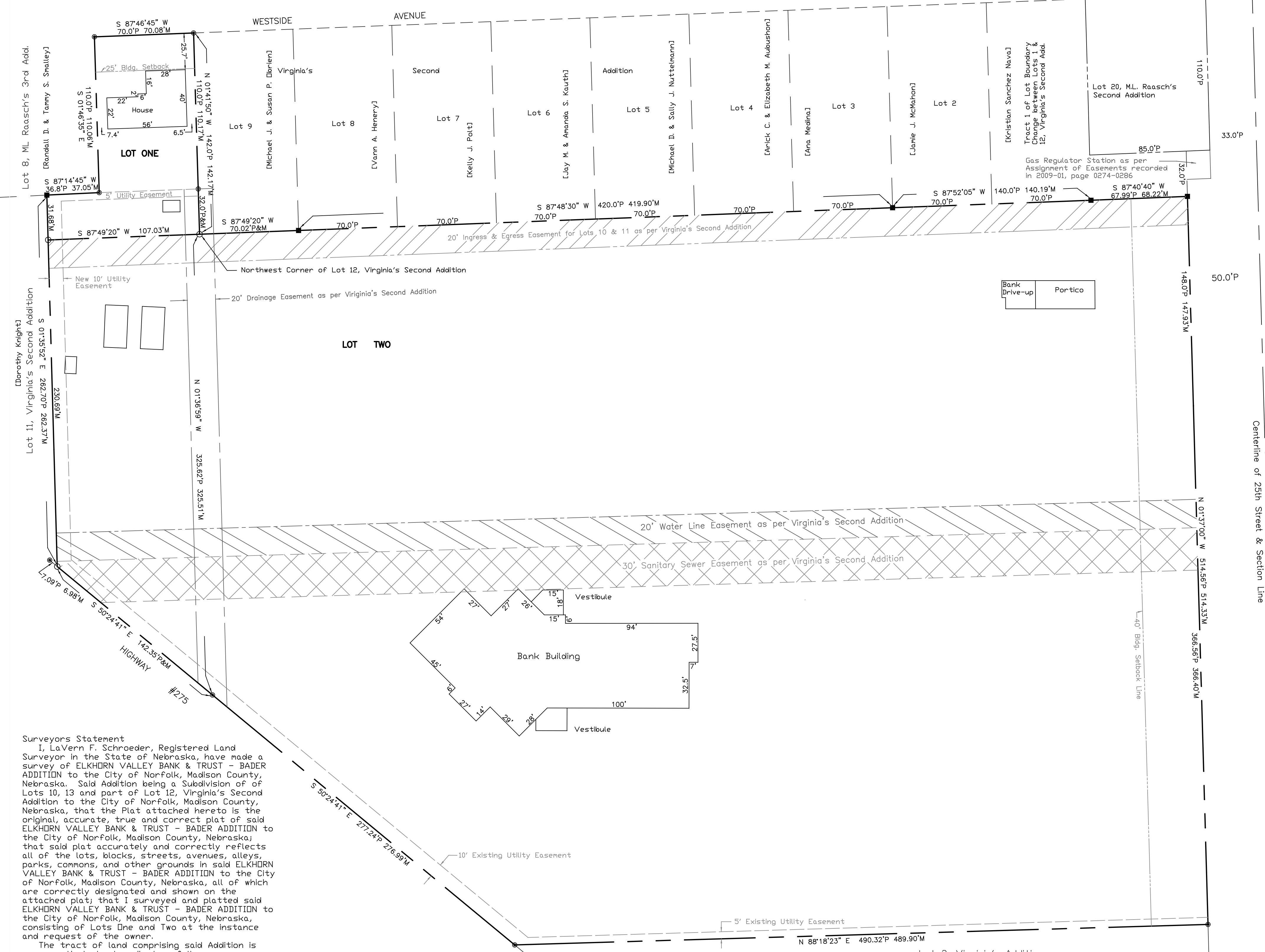
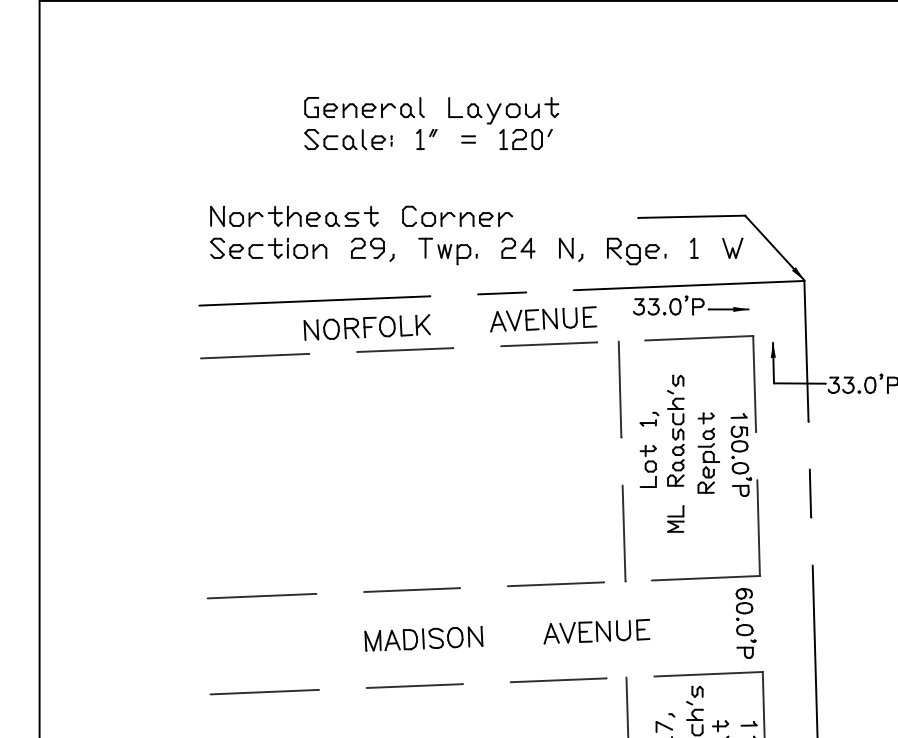
APPROVAL
The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this ____ day of _____, 2023.

Attest:
Brianna Duerst
City Clerk

Josh Moenning
Mayor

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 Nykolym
Register of Deeds



Surveyors Statement
I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of ELKHORN VALLEY BANK & TRUST - BADER ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lots 10, 13 and part of Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, that the Plat attached hereto is the original, accurate, true and correct plat of said ELKHORN VALLEY BANK & TRUST - BADER 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 ELKHORN VALLEY BANK & TRUST - BADER 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 ELKHORN VALLEY BANK & TRUST - BADER ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One and Two at the instance and request of the owner.

The tract of land comprising said Addition is more particularly described as follows:
Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska.
and
Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, a replat of Lots 11 thru 19, all in M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; Lots 7 and 10, Raasch's 3rd Addition to the City of Norfolk, Nebraska; Part of Lot 1, Block 1, Virginia's Addition to the City of Norfolk, Nebraska; and Lot 2, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, LESS that part more particularly described as follows:
Beginning at the NE corner of said Lot 12; thence West along the North line of said Lot 12, 68.11 ft. to a point on the East line of Lot 1, said Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, said point also being the SW corner of Lot 20, M.L. Raasch's Second Addition to the City of Norfolk, Nebraska; thence South along the East line of said Lot 1, 32.54 ft. to the SE corner of said Lot 1; thence East 67.99 ft to a point on the East line of said Lot 12; thence North along the East line of said Lot 12, 31.92 ft. to the Point of Beginning (also known as Tract "B", Lot Boundary Change Between Lots 1 and 12, Virginia's Second Addition, an Addition to the City of Norfolk, Madison County, Nebraska).
AND
Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska.

I hereby state that I have executed this instrument on this 20th day of June, 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 Lots One and Two, to be known hereinafter as ELKHORN VALLEY BANK & TRUST - BADER ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of Lots 10, 13 and part of Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Elkhorn Valley Bank & Trust, Norfolk, Nebraska
Roger L. Bader

Jackie A. Mayer
Kirk M. Bader

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ (Title) of Elkhorn Valley Bank & Trust, Norfolk, Nebraska.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Roger L. Bader.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Jackie A. Mayer.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kirk M. Bader.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

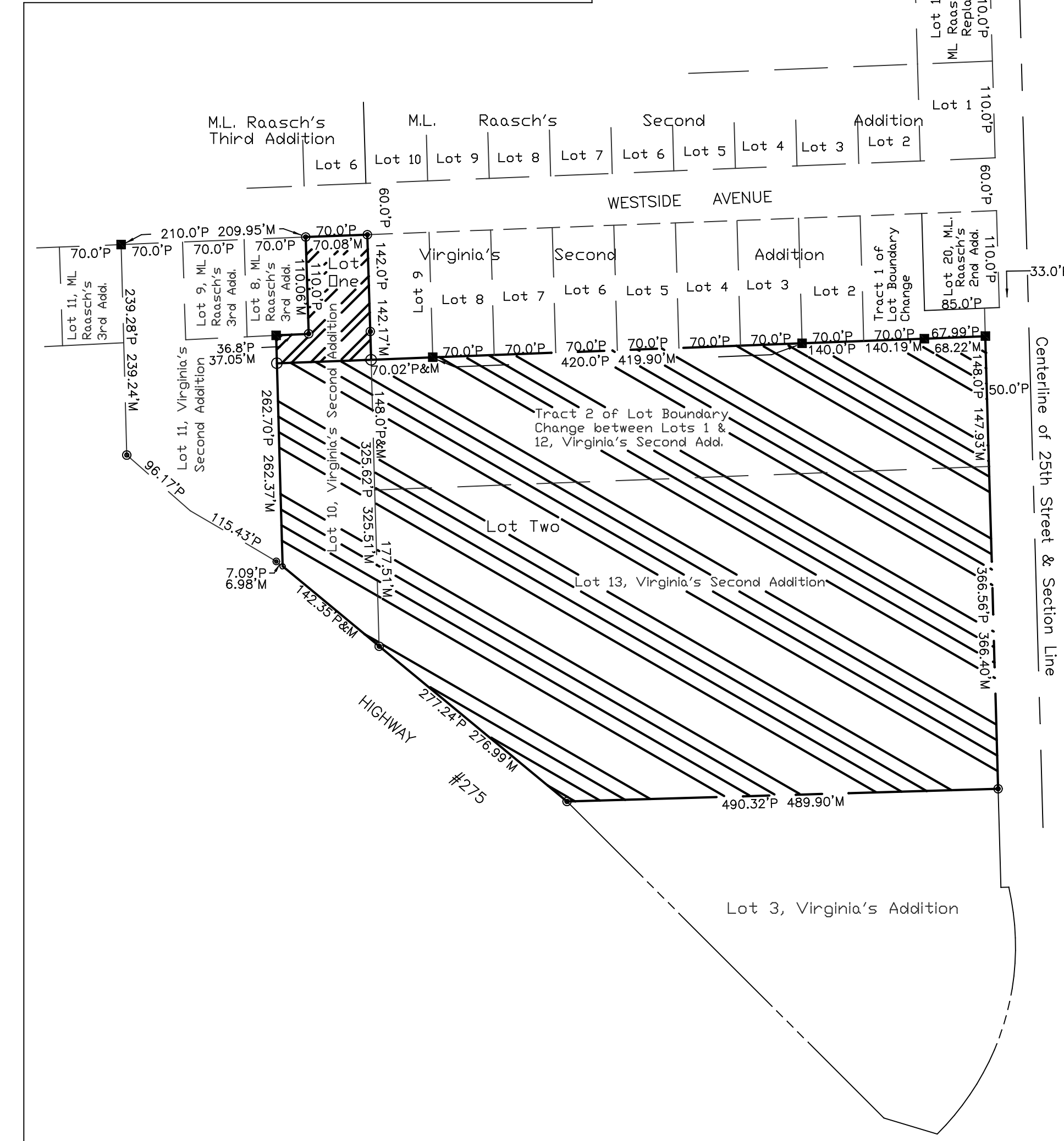
State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Jackie A. Mayer.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

State of Nebraska)
County of Madison)
The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Kirk M. Bader.
My commission expires: _____ (Signature) _____ (Printed)
Notary Public

WAIVER
We, Elkhorn Valley Bank & Trust, Norfolk, Nebraska and Roger L. Bader, Jackie A. Mayer & Kirk M. Bader 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.

Elkhorn Valley Bank & Trust, Norfolk, Nebraska
Roger L. Bader

Jackie A. Mayer
Kirk M. Bader



August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Roger L. Bader, Kirk M. Bader & Jackie A. Mayer and Elkhorn Valley Bank & Trust, to consider a zoning change from R-1 (Single Family Residential District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 404 S 25th St. & part of 2607 Westside Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-~~49~~

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

Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska
and

Lot 12, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, a replat of Lots 11 thru 19, all in M. L. Raasch's Second Addition to the City of Norfolk, Nebraska; Lots 7 and 10, Raasch's 3rd Addition to the City of Norfolk, Nebraska; Part of Lot 1, Block 1, Virginia's Addition to the City of Norfolk, Nebraska; and Lot 2, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, LESS that part more particularly described as follows:

Beginning at the NE corner of said Lot 12; thence West along the North line of said Lot 12, 68.11 ft. to a point on the East line of Lot 1, said Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska, said point also being the SW corner of Lot 20, M. L. Raasch's Second Addition to the City of Norfolk, Nebraska; thence South along the East line of said Lot 1, 32.54 ft. to the SE corner of said Lot 1; thence East 67.99 ft. to a point on the East line of said Lot 12; thence North along the East line of said Lot 12, 31.92 ft. to the Point of Beginning (also known as Tract "B", Lot Boundary Change Between Lots 1 and 12, Virginia's Second Addition, an Addition to the City of Norfolk, Madison County, Nebraska).

and

Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska.

WHEREAS, said property is owned by Elkhorn Valley Bank & Trust and Roger L. Bader, Jackie A. Mayer and Kirk M. Bader; 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 Elkhorn Valley Bank & Trust – Bader 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 <u>7/7/23</u>
	Fee \$ <u>325</u>
	Rec'd by <u>JG</u>

ZONING CHANGE APPLICATION

Applicant: Double T V Properties, LLC - Troy Uhlir 701 S 13th St., Norfolk
 Name Address
402-841-6386 troyuhlir@yahoo.com
 Phone Email

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

Contact: _____
 (other than Name Address
 applicant) _____
 Phone Email

Current Zoning: C-3, R-3 & C-1 **Proposed Zoning:** C-3

Location of Property: 701 S 13th St., Norfolk

Legal Description: See Attached Legal Description

Property Area, Square feet and/or Acres: 1.06 Acres

Use of Adjoining Properties:
 North: Commercial East: Resident South: C-3 West: Highway & PD

Troy Uhlir
 Signature of Owner
 Troy R. Uhlir, Member
 Printed Name of Owner

ADD
OR

Suzanne M Uhlir
 Authorized Agent
 Suzanne M. Uhlir, Member
 Printed Name of Authorized Agent

**ZONING CHANGE
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?
The Comprehensive Plan shows Commercial use for the property.

2. Does the zone change request conform to the Comprehensive Plan?
Yes

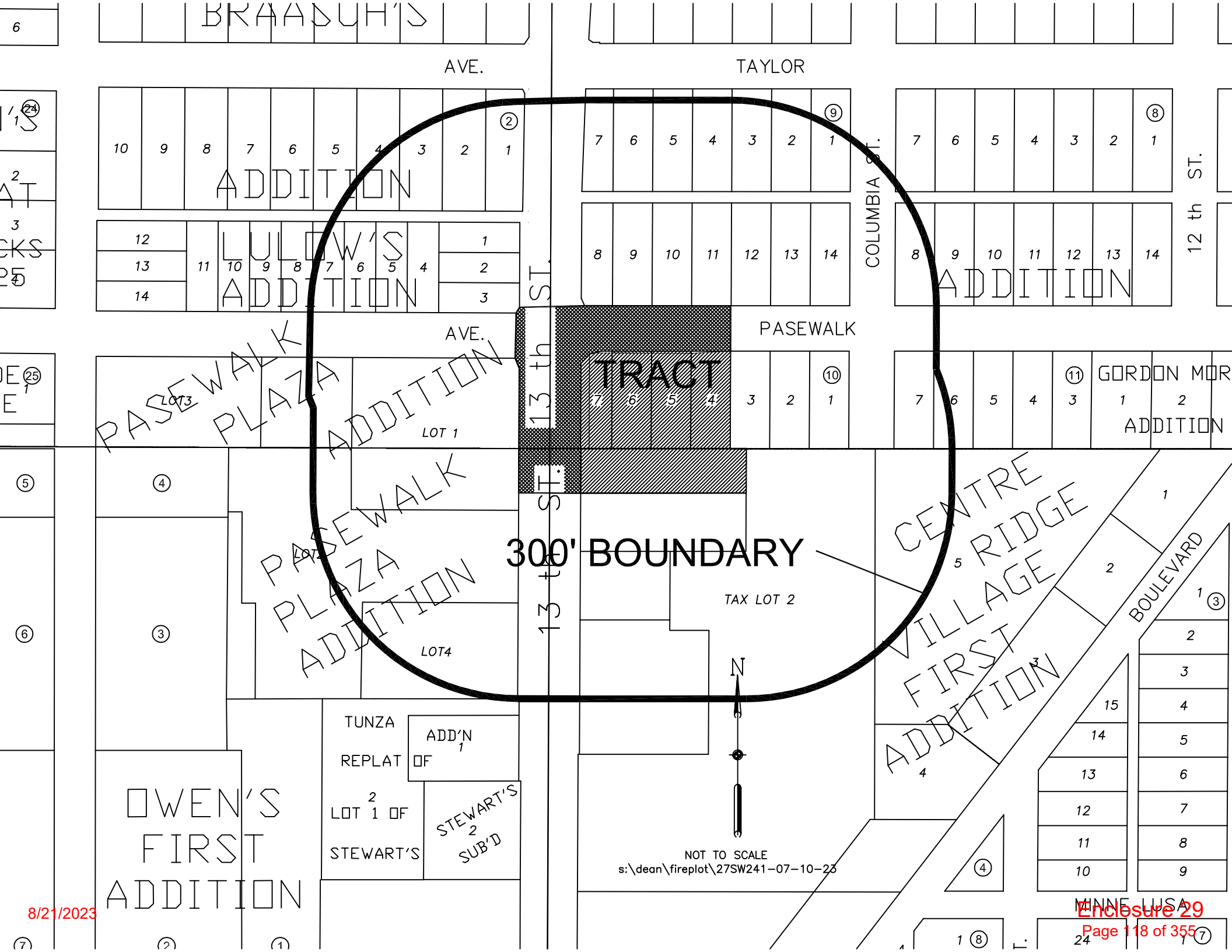
3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?
No

4. What is the justification for the zone change as it relates to the overall Land Use?
We are requesting this zoning change to change some of Burger King's property to Commercial so we can combine into 1 new lot.

5. How would this zoning district conform with adjacent properties' zoning?
The property is surrounded by residents and commercial.

6. What is the general character of the area?
There are residents to the East, to the South, North & West is commercial

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?
The property has existing City Water & Sewer.



BRAADUH'S

AVE.

TAYLOR

ADDITION

LULUOW'S
ADDITION

ADDITION

PASEWALK
PLAZA
ADDITION

TRACT

PASEWALK

GORDON MORRISON
ADDITION

PASEWALK
PLAZA
ADDITION

300' BOUNDARY

CENTRE
VILLAGE
FIRST
ADDITION

OWEN'S
FIRST
ADDITION

TUNZA
REPLAT
OF
LOT 1 OF
STEWART'S
ADD'N
OF
STEWART'S
SUB'D



NOT TO SCALE
s:\dean\fireplot\27SW241-07-10-23

8/21/2023

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Double TV Properties, LLC, to consider a zoning change from R-3 (Multiple Family Residential District), C-1 (Local Business District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 701 S. 13th St, 707 S. 13th St, and 1229 W. Pasewalk Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

ORDINANCE NO. 5843

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

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

Section 1. That the R-3 (Multiple Family Residential District), C-1 (Local Business District) and
C-3 (Service Commercial District) zoning on the following described real estate:

Commencing at a point 40 feet East of the Northwest corner of the Northwest
Quarter of the Southwest Quarter (NW¼ SW¼) of Section Twenty-seven (27),
Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison
County, Nebraska; thence East 246.4 feet; thence South 65 feet; thence West 246.4 feet;
thence North 65 feet to the place of beginning, being a part of Tax Lot Two (2) in the
Northwest Quarter of the Southwest Quarter (NW¼ SW¼) of said Section Twenty-seven
(27), Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison
County, Nebraska; EXCEPT that part conveyed to the State of Nebraska in Warranty
Deed filed for record June 19, 1981 at M81-6, Page 403 and described as follows: A tract
of land located in Tax Lot 2 in the Northwest Quarter of the Southwest Quarter of Section
27, Township 24 North, Range 1 West of the Sixth Principal Meridian, Madison County,
Nebraska, described as follows:

Beginning at a point 40 feet East of the Northwest corner of said Quarter Quarter Section;
thence Southerly a distance of 65.00 feet along the Easterly existing Highway right of
way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 5.00 feet
along the property line of the grantor(s); thence Northerly deflecting 090 degrees 00
minutes left, a distance of 65.00 feet; thence Westerly deflecting 090 degrees, 00 minutes
left, a distance of 5.00 feet along the property line of the grantor(s) to the point of
beginning, containing 325.00 square feet, more or less

AND

Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska
LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on
February 18, 2022 in Book 2022, page 00783 and described as follows:

A tract of land located in Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk,
Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, said point also being the point of
beginning; thence westerly a distance of 57.74 feet to a point on the west line of said Lot
4; thence northerly deflecting 93°05'45" along said west line a distance of 3.50 feet to the
northwest corner of said Lot 4; thence easterly deflecting 90°22'28" a distance of 57.66
feet along the north line of said Lot 4 to the point of beginning.

AND

Lots Five (5), Six (6) and Seven (7), Block Ten (10), C.S. Hayes Addition, Norfolk,
Madison County, Nebraska,

LESS a tract of land deeded to the State of Nebraska in Warranty Deed filed for record on June 19, 1981 in M81-6 at Page 403, and described as follows: A tract of land located in Lot 7, Block 10, C.S. Hayes Addition, to the City of Norfolk, Madison County, Nebraska, described as follows:

Beginning at the Northwest corner of said Lot; thence Southerly a distance of 141.80 feet along the Easterly existing highway right of way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 12.00 feet along the South line of said Lot 7; thence Northerly deflecting 090 degrees, 00 minutes left, a distance of 123.70 feet; thence Northeasterly deflecting 042 degrees, 53 minutes right, a distance of 19.10 feet; thence Easterly deflecting 033 degrees, 34 minutes right, a distance of 17.49 feet; thence Westerly deflecting 166 degrees, 26 minutes left, a distance of 42.00 feet along the North line of said Lot 7 to the point of beginning;

LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on August 23, 2001 in M2001-8 at Pages 1649-1651, and described as follows: A tract of land located in Lots 5, 6 & 7, Block 10, C.S. Hays Addition to the City of Norfolk, Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 10 of C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska; thence Westerly along the original North line of Lot 4 a distance of 57 .66 feet to the original Northeast corner of Lot 5, said point also being the point of beginning; thence Southerly a distance of 3.50 feet to a point on the East line of said Lot 5; thence Westerly deflecting 89 degrees 49 minutes 41 seconds a distance of 141.92 feet along the new property line to a point on the Westerly line of the remaining portion on Lot 7 and the Easterly line of 13th Street; thence Northeasterly deflecting 166 degrees 38 minutes 30 seconds a distance of 11.38 feet along the old property line to a point on the South line of old Pasewalk Avenue; thence Easterly deflecting 12 degrees 58 minutes 37 seconds a distance of 130.87 feet along the North original line of said Lots 5, 6 & 7 to the point of beginning.

is hereby changed to C-3 (Service Commerical District)

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

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

For Office Use Only	Date Rec'd	<u>7/7/23</u>
	Fee	<u>\$9310</u>
	Rec'd by	<u>US</u>

SUBDIVISION APPLICATION

Name of Subdivision: Burger King's Addition to City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Double T V Properties, LLC - Troy Uhlir 701 S 13th St., Norfolk, NE
 Name Address
402-841-6386 troyuhlir@yahoo.com
 Phone Email

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

Contact: _____
 (other than Name Address
 Applicant) _____
 Phone Email

Current Zoning: C-3, R-3 & C-1

General Location/Address: 701 S 13th St., Norfolk, NE

Legal Description: See Attached Legal Description

Tax ID# 590059467, 590059440 & 590040871

Property Area, Square Feet and/or Acres: 1.06 Acres

Troy Uhlir
 Signature of Owner
Troy R. Uhlir, Member
 Printed Name of Owner

AND
~~OR~~

Suzanne M Uhlir
 Authorized Agent
Suzanne M. Uhlir, Member
 Printed Name of Authorized Agent

Legal Description:

Commencing at a point 40 feet East of the Northwest corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison County, Nebraska; thence East 246.4 feet; thence South 65 feet; thence West 246.4 feet; thence North 65 feet to the place of beginning, being a part of Tax Lot Two (2) in the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of said Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison County, Nebraska; EXCEPT that part conveyed to the State of Nebraska in Warranty Deed filed for record June 19, 1981 at M81-6, Page 403 and described as follows: A tract of land located in Tax Lot 2 in the Northwest Quarter of the Southwest Quarter of Section 27, Township 24 North, Range 1 West of the Sixth Principal Meridian, Madison County, Nebraska, described as follows:

Beginning at a point 40 feet East of the Northwest corner of said Quarter Quarter Section; thence Southerly a distance of 65.00 feet along the Easterly existing Highway right of way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 5.00 feet along the property line of the grantor(s); thence Northerly deflecting 090 degrees 00 minutes left, a distance of 65.00 feet; thence Westerly deflecting 090 degrees, 00 minutes left, a distance of 5.00 feet along the property line of the grantor(s) to the point of beginning, containing 325.00 square feet, more or less

AND

Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on February 18, 2022 in Book 2022, page 00783 and described as follows:

A tract of land located in Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, said point also being the point of beginning; thence westerly a distance of 57.74 feet to a point on the west line of said Lot 4; thence northerly deflecting 93°05'45" along said west line a distance of 3.50 feet to the northwest corner of said Lot 4; thence easterly deflecting 90°22'28" a distance of 57.66 feet along the north line of said Lot 4 to the point of beginning.

AND

Lots Five (5), Six (6) and Seven (7), Block Ten (10), C.S. Hayes Addition, Norfolk, Madison County, Nebraska,

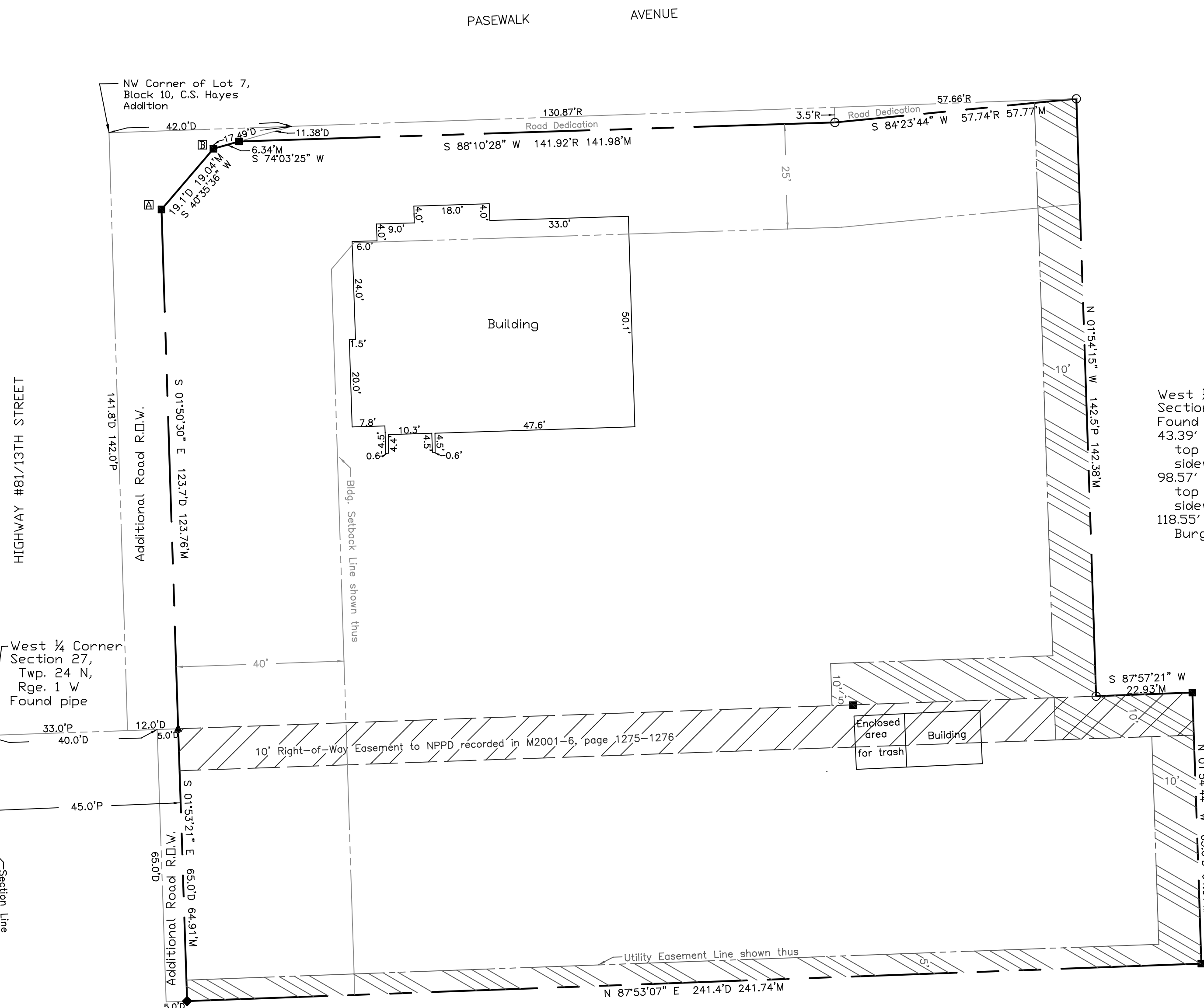
LESS a tract of land deeded to the State of Nebraska in Warranty Deed filed for record on June 19, 1981 in M81-6 at Page 403, and described as follows: A tract of land located in Lot 7, Block 10, C.S. Hayes Addition, to the City of Norfolk, Madison County, Nebraska, described as follows:

Beginning at the Northwest corner of said Lot; thence Southerly a distance of 141.80 feet along the Easterly existing highway right of way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 12.00 feet along the South line of said Lot 7; thence Northerly deflecting 090 degrees, 00 minutes left, a distance of 123.70 feet; thence Northeasterly deflecting 042 degrees, 53 minutes right, a distance of 19.10 feet; thence Easterly deflecting 033 degrees, 34 minutes right, a distance of 17.49 feet; thence Westerly deflecting 166 degrees, 26 minutes left, a distance of 42.00 feet along the North line of said Lot 7 to the point of beginning;

LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on August 23, 2001 in M2001-8 at Pages 1649-1651, and described as follows: A tract of land located in Lots 5, 6 & 7, Block 10,

C.S. Hays Addition to the City of Norfolk, Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 10 of C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska; thence Westerly along the original North line of Lot 4 a distance of 57.66 feet to the original Northeast corner of Lot 5, said point also being the point of beginning; thence Southerly a distance of 3.50 feet to a point on the East line of said Lot 5; thence Westerly deflecting 89 degrees 49 minutes 41 seconds a distance of 141.92 feet along the new property line to a point on the Westerly line of the remaining portion on Lot 7 and the Easterly line of 13th Street; thence Northeasterly deflecting 166 degrees 38 minutes 30 seconds a distance of 11.38 feet along the old property line to a point on the South line of old Pasewalk Avenue; thence Easterly deflecting 12 degrees 58 minutes 37 seconds a distance of 130.87 feet along the North original line of said Lots 5, 6 & 7 to the point of beginning.



Proj. No. 2023-57 Subd

- Legend**
- ◆ Chiseled "X" in Pavement Found
 - Pipe Found
 - ▲ Mag Nail Found
 - Pin Set
 - Platted Dist.
 - Deed Dist.
 - R Recorded Dist. as per Dedication
 - M Measured Dist.
- Property Line**
- Lot Line
 - - - Section Line
 - Subdivision Line
 - Building Setback Line
 - Utility Easement Line (New)
- 10' Right-of-Way Easement to NPPD recorded in M2001-6, page 1275-1276



West 1/4 Corner Section 27, Twp. 24 N, Rge. 1 W
 Found pipe
 43.39' East to rebar in drill hole top of curb East side of sidewalk
 98.57' SE to rebar in drill hole on top of curb East side of sidewalk
 118.55' NE to near corner of Burger King building

Lot	Area	Address
One	1.06 Acres	701 S 13th Street

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

Surveyors Statement
 I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of BURGER KING'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of parts of Lots 4, 5, 6 & 7, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska and part of the North 65 Feet of the East 246.4 Feet of Tax Lot 2 in the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 24 North, Range 1 West of the 6th P.M. Madison County, Nebraska, that the Plat attached hereto is the original, accurate, true and correct plat of said BURGER KING'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 BURGER KING'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 BURGER KING'S ADDITION to the City of Norfolk, Madison County, Nebraska, consisting of Lot One at the instance and request of the owner.

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 BURGER KING'S ADDITION to the City of Norfolk, Madison County, Nebraska. Said Addition being a Subdivision of parts of Lots 4, 5, 6 & 7, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska and part of the North 65 Feet of the East 246.4 Feet of Tax Lot 2 in the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Troy R. Uhlir, Member of Double T V Properties, L.L.C. Suzanne M. Uhlir, Member of Double T V Properties, L.L.C.

State of Nebraska) County of Madison)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Troy R. Uhlir, Member on behalf of Double T V Properties, L.L.C., a limited liability company.

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

State of Nebraska) County of Madison)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Suzanne M. Uhlir, Member on behalf of Double T V Properties, L.L.C., a limited liability company.

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

Consent of Lienholder
 I, _____ (title) of BankFirst, being a lienholder of the described tract of land, hereby approve and agree to the platting of BURGER KING'S ADDITION to the City of Norfolk, Madison County, Nebraska, on this _____ day of _____, 2023, on behalf of said BankFirst.

_____, (Signature) _____ (Print), (title) of BankFirst

State of Nebraska) County of _____)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ (title) of BankFirst.

My commission expires: _____ (Signature) _____ (Print)
 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.

Dan Spray
 Chairman

APPROVAL
 The foregoing and within plat, dedication and instrument was approved by the Honorable Mayor of the City of Norfolk, Madison County, Nebraska, by resolution duly passed on this _____ day of _____ 2023.

Attest: Briann Duerst, City Clerk Josh Moening, Mayor

WAIVER
 We, Troy R. Uhlir and Suzanne M. Uhlir, Members of Double T V Properties, L.L.C. 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.

Troy R. Uhlir, Member of Double T V Properties, L.L.C. Suzanne M. Uhlir, Member of Double T V Properties, L.L.C.



I hereby state that I have executed this instrument on this 5th day of July, 2023.

LaVern F. Schroeder
 Registered Land Surveyor #312

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Double TV Properties, LLC, to consider a zoning change from R-3 (Multiple Family Residential District), C-1 (Local Business District) and C-3 (Service Commercial District) to C-3 (Service Commercial District) on property addressed as 701 S. 13th St, 707 S. 13th St, and 1229 W. Pasewalk Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-50

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

Commencing at a point 40 feet East of the Northwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison County, Nebraska; thence East 246.4 feet; thence South 65 feet; thence West 246.4 feet; thence North 65 feet to the place of beginning, being a part of Tax Lot Two (2) in the Northwest Quarter of the Southwest Quarter (NW 1/4 SW 1/4) of said Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1), West of the 6th P.M., Madison County, Nebraska; EXCEPT that part conveyed to the State of Nebraska in Warranty Deed filed for record June 19, 1981 at M81-6, Page 403 and described as follows: A tract of land located in Tax Lot 2 in the Northwest Quarter of the Southwest Quarter of Section 27, Township 24 North, Range 1 West of the Sixth Principal Meridian, Madison County, Nebraska, described as follows:

Beginning at a point 40 feet East of the Northwest corner of said Quarter Quarter Section; thence Southerly a distance of 65.00 feet along the Easterly existing Highway right of way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 5.00 feet along the property line of the grantor(s); thence Northerly deflecting 090 degrees 00 minutes left, a distance of 65.00 feet; thence Westerly deflecting 090 degrees, 00 minutes left, a distance of 5.00 feet along the property line of the grantor(s) to the point of beginning, containing 325.00 square feet, more or less

AND

Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on February 18, 2022 in Book 2022, page 00783 and described as follows:

A tract of land located in Lot 4, Block 10, C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, said point also being the point of beginning; thence westerly a distance of 57.74 feet to a point on the west line of said Lot 4; thence northerly deflecting 93°05'45" along said west line a distance of 3.50 feet to the northwest corner of said Lot 4; thence easterly deflecting 90°22'28" a distance of 57.66 feet along the north line of said Lot 4 to the point of beginning.

AND

Lots Five (5), Six (6) and Seven (7), Block Ten (10), C.S. Hayes Addition, Norfolk, Madison County, Nebraska,

LESS a tract of land deeded to the State of Nebraska in Warranty Deed filed for record on June 19, 1981 in M81-6 at Page 403, and described as follows: A tract of land located in Lot 7, Block 10, C.S.

Hayes Addition, to the City of Norfolk, Madison County, Nebraska, described as follows:
Beginning at the Northwest corner of said Lot; thence Southerly a distance of 141.80 feet along the Easterly existing highway right of way line; thence Easterly deflecting 090 degrees, 00 minutes left, a distance of 12.00 feet along the South line of said Lot 7; thence Northerly deflecting 090 degrees, 00 minutes left, a distance of 123.70 feet; thence Northeasterly deflecting 042 degrees, 53 minutes right, a distance of 19.10 feet; thence Easterly deflecting 033 degrees, 34 minutes right, a distance of 17.49 feet; thence Westerly deflecting 166 degrees, 26 minutes left, a distance of 42.00 feet along the North line of said Lot 7 to the point of beginning;

LESS a tract of land dedicated to the City of Norfolk in Dedication filed for record on August 23, 2001 in M2001-8 at Pages 1649-1651, and described as follows: A tract of land located in Lots 5,6 & 7, Block 10, C.S. Hays Addition to the City of Norfolk, Madison County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of Lot 4, Block 10 of C.S. Hayes Addition to the City of Norfolk, Madison County, Nebraska; thence Westerly along the original North line of Lot 4 a distance of 57.66 feet to the original Northeast corner of Lot 5, said point also being the point of beginning; thence Southerly a distance of 3.50 feet to a point on the East line of said Lot 5; thence Westerly deflecting 89 degrees 49 minutes 41 seconds a distance of 141.92 feet along the new property line to a point on the Westerly line of the remaining portion on Lot 7 and the Easterly line of 13th Street; thence Northeasterly deflecting 166 degrees 38 minutes 30 seconds a distance of 11.38 feet along the old property line to a point on the South line of old Pasewalk Avenue; thence Easterly deflecting 12 degrees 58 minutes 37 seconds a distance of 130.87 feet along the North original line of said Lots 5, 6 & 7 to the point of beginning.

WHEREAS, said property is owned by Double TV Properties, LLC, a Nebraska 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 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 Burger King'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

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

ZONING CHANGE APPLICATION

Applicant: Jose Nuño 300 W Braasch ave
 Name Address
402 315-7538 J.nuno01@gmail.com
 Phone Email

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

Contact: _____
 (other than Name Address
 applicant) _____
 Phone Email

Current Zoning: C3 Proposed Zoning: C2

*If applying for M-U (Mixed Use) District, a copy of the plan must be submitted with the application.

Location of Property: 300 W Braasch Ave

Legal Description: Original town of Norfolk Lot 1, BLK 3, 1/2 PT
Vac Winter Ave

Property Area, Square feet and/or Acres: 9,625^{sq ft} 0.22 acres

Use of Adjoining Properties:

North: NIM East: The Zone after school South: Big red Printing West: VFW

Signature of Owner [Signature]
 Printed Name of Owner Jose Nuño

OR

Authorized Agent _____
 Printed Name of Authorized Agent _____

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

**ZONING CHANGE
JUSTIFICATION FORM**

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

C2 development/rezone for restaurant/wedding Vanue space

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

yes

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

NO floodplain

4. What is the justification for the zone change as it relates to the overall Land Use?

Conform to DT zone of C2 due to parking limitations

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

Allow for business to be conducted w/o parking requirement constraints

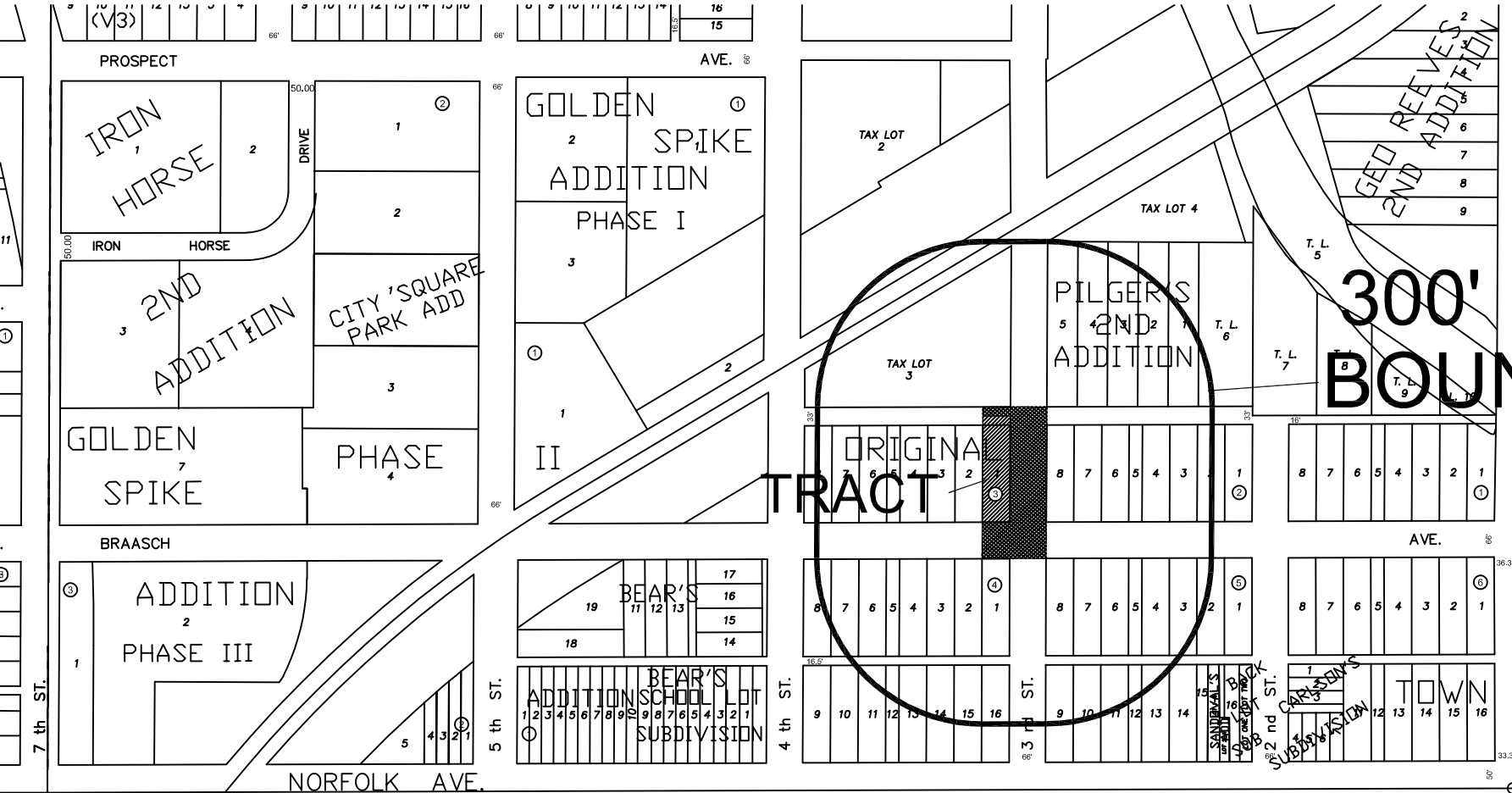
6. What is the general character of the area?

Downtown w/ expansion of mainst business

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

yes, this will be private space/property w/ ADA compliance
(compliant public utilities, compliant/adequate utilities
that will be assisted by engineering of our architect, city of
norfolk, and each perspective utility company)

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



**300'
BOUNDARY**



NOT TO SCALE
S:\DEPT\ENG\DEAN\FIREPLOT\22SE241-063023.DWG

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on August 8, 2023 at the request of Braasch Avenue, LLC, to consider a zoning change from C-3 (Service Commercial District) to C-2 (Central Commercial District) on property addressed as 300 W Braasch Ave.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

ORDINANCE NO. 5844

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

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

Section 1. That the C-3 (Service Commercial District) zoning on the following described real estate:

Lot 1, Block 3 and the South 16.5 feet of Vacated Winter Avenue lying adjacent thereto, Original Town of Norfolk, Madison County, Nebraska.

is hereby changed to C-2 (Central Commercial District)

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

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

DONATION AGREEMENT

This Donation Agreement (the "Donation Agreement") dated, January 12th, 2022 is entered into between UNION PACIFIC RAILROAD COMPANY (the "Donor") and **City of Norfolk** (the "Recipient").

WHEREAS, the Donor has in bridge as more fully described in the attached Exhibit A (the "Equipment").

WHEREAS, the Recipient wishes to receive the Equipment as a donation from the Donor and the Donor wishes to donate the same to Recipient.

1. Liability. The Recipient assumes all risk associated with the receipt of the Equipment and agrees to release, defend, indemnify and save harmless the Donor, its successors and assigns, from and against any and all liability, suits, claims, damages, judgments, cost (including, without limitation, attorneys' fees), losses outlays and expense (the "Liability") growing out of, caused by or contributed to by, or arising in any way whatsoever from the Equipment, including without limitation, liability growing out of, caused by or contributed to by, or arising in any way whatsoever from (1) the use of the Equipment; (2) the nature, fitness, design, condition or state of repair of the Equipment (or defects therein or thereof); (3) title to the Equipment; (4) any other cause or causation whatsoever, regardless of the negligence (whatever sole or otherwise), if any, of the Donor, its agents, servants employees or invitees; or (5) any environmental condition or contamination attributable to the Equipment, including scrapping, recycling or transportation.

2. Title to the Goods. The title to the Equipment that the Donor has shall pass to the Recipient upon delivery of the Equipment to the Recipient, which delivery shall be evidenced by execution of this Donation Agreement.

3. Risk of Loss. The risk of loss of the Equipment is passed by the Donor to the Recipient immediately upon execution of this Donation Agreement.

4. Donor Makes No Warranties. THE EQUIPMENT DONATED PURSUANT TO THIS DONATION AGREEMENT IS DELIVERED "AS IS" AND WITH ALL FAULTS, AND AS THERETO THE DONOR NEITHER MAKES NOR IMPLIES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF TITLE TO THE EQUIPMENT.

5. Subcontracting/Assignment. The parties may not assign their obligations under this Donation Agreement unless it shall first obtain the written approval of the non-assigning party.

6. Governing Law-Choice of Forum. The parties' respective rights and obligations hereunder are governed by the laws of the State of Nebraska, located in Douglas Country, Nebraska, and the parties consent to said courts' jurisdiction over the parties and the subject matter of said dispute and to proper venue in said courts.

NOW THEREFORE, the Donor agrees to donate the Equipment to the Recipient in consideration of the terms herein set forth.

UNION PACIFIC RAILROAD COMPANY

CITY OF NORFOLK

By: *Madalyn Johnson*

Printed Name: Madalyn Johnson

Title: Asset Disposition Manager

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Coordinates of bridge: N42.036111 W97.409120



AGREEMENT

This Agreement is entered into the _____ day of _____, 2023, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and DACO Construction Co., Inc., a Nebraska Corporation, hereinafter referred to as "DACO".
WITNESSETH:

WHEREAS, at the time of signing this Agreement, CITY either owns or will own an old railroad bridge that crosses the North Fork of the Elkhorn River at a location generally northwest of 309 North 1st Street in Norfolk, Nebraska, hereinafter referred to as "Bridge"; and

WHEREAS, the Bridge is no longer in service as a railroad bridge; and

WHEREAS, CITY and DACO are desirous of relocating the Bridge downstream to an area approximately 300' west of North 1st Street near the walking trail that connects to Johnson Park where the Bridge will be placed on a new foundation and modified for use as a pedestrian walkway over the North Fork of the Elkhorn River; and

WHEREAS, DACO is in the process of developing property near the area where the Bridge is to be relocated and it will be beneficial to the redevelopment of the area to have a pedestrian walkway over the river to access City's walking trail that connects to Johnson Park; and

WHEREAS, a Fracture Critical Inspection & Structural Assessment of the Bridge prepared by Mainelli Wagner & Associates for DACO on June 18, 2014 with January 31, 2023 updates is attached hereto as Exhibit "1" and is hereinafter referred to as the "Structural Assessment"; and

WHEREAS, DACO is desirous of funding, managing, and accepting liability for all aspects of moving the Bridge downstream, placing it on a new foundation, and converting the same into a pedestrian walkway that crosses the North Fork of the Elkhorn River.

NOW THEREFORE, in consideration of the above recitals which are made part of this Agreement and of the mutual covenants of this Agreement, the parties agree as follows:

1. **BRIDGE.** The Bridge is a single through lattice truss span built in 1889 with one timber stringer approach span on the west and ten timber approach spans on the east. The truss is a single span 100-foot one-inch steel lattice truss with a clear width of 15' 10". Each timber stringer approach span is approximately 12'-6" long. The remaining steel rails are supported by steel floor beams, steel stringers, and timber rail ties in the truss span, and timber stringers and rail ties in the approach spans. The abutments consist of timber bearing pile and caps with timber plank back walls to retain the approach material. The bents consist of timber bearing pile and caps. The Bridge has been closed and is no longer in service as a railroad Bridge.

2. AGREEMENT CONTINGENT UPON TRANSFER OF BRIDGE. This Agreement is contingent upon the successful transfer of ownership of the Bridge from Union Pacific Railroad Company (hereinafter referred to as "RAILROAD") to CITY. In the event ownership of the Bridge is not transferred to CITY, this Agreement shall be null and void.

3. PROJECT. DACO agrees to manage and finance all aspects of relocating and modifying the Bridge including but not limited to all engineering, preparation work, relocation, repairs, and modifications in conjunction with relocating the Bridge and modifying the same for use as a pedestrian walkway over the North Fork of the Elkhorn River in accordance with recommendations in the attached Structural Assessment, hereinafter referred to as the "Project".

4. SPECIFICATIONS OF PROJECT. Attached hereto as Exhibit "3" are design plans and specifications for the relocation and improvement of the bridge by DACO. By signing this Agreement, CITY hereby grants approval of said design plans and specifications.

5. COSTS. DACO agrees to pay all costs associated with the Project.

6. CLEANUP. DACO shall be responsible for all cleanup associated with the Project.

7. ACCESS. CITY hereby grants to DACO and DACO's subcontractors access to CITY's property consisting of the North Fork of the Elkhorn River and adjacent property thereto on both sides of the river which lies generally west of North 1st Street near the area of Johnson Park. Said access granted herein is for the purpose of DACO and DACO's subcontractors carrying out activities for the construction of abutments for railroad bridge relocation.

8. DACO AGREEMENTS WITH RAILROAD. DACO agrees to enter into any necessary Agreements with RAILROAD to obtain access to the bridge and surrounding property, to obtain required permits, and to obtain any liability insurance required by RAILROAD.

9. STRUCTURAL INTEGRITY. Upon Project completion and prior to use of the Bridge, DACO shall provide CITY with a certificate issued by a structural engineer licensed in the State of Nebraska certifying the structural integrity of the pedestrian walkway Bridge and stating that it is safe to be used as a pedestrian walkway. In the event no certificate is issued, upon request by CITY, DACO shall be responsible for removal of the Bridge, at DACO's expense, and restoring the site to its condition immediately prior to onset of the Project within one (1) year of CITY's request for removal of the Bridge. If DACO fails to remove the Bridge within one (1) year of CITY's request for removal, CITY may, at its own discretion, either have the necessary repair work done in order to obtain a certificate of structural integrity, or have removal work done to restore the site to its previous condition and DACO shall pay the cost of said repair or removal work.

10. CONTINGENCY FOR UNUSABLE BRIDGE. In the event that, in DACO's attempts to move the bridge, said bridge shall break apart, collapse, or be found to be unusable, then DACO shall be responsible for cleaning up and disposing of the unusable bridge at DACO's expense and shall be responsible for all liability associated therewith. If the bridge is unusable, DACO shall then be entitled to sell the bridge remnants for scrap metal and keep any proceeds

resulting therefrom. If the bridge is unusable and sold for scrap metal, upon completion of removal and cleanup of the unusable bridge by DACO, the remainder of this Agreement shall be null and void and DACO shall be released from any further obligations hereunder.

11. INSURANCE. DACO shall provide CITY with a certificate of general liability insurance in the minimum amounts shown on the City of Norfolk, Nebraska Insurance Checklist, attached hereto as Exhibit "2". In addition, DACO shall name CITY as an additional insured. The policy issued shall cover all activities undertaken by DACO or its subcontractors while in the performance of this Agreement. DACO's insurance and/or DACO's subcontractors' insurance shall be the primary insurance coverage for the activities authorized in this Agreement. DACO agrees to be responsible for any damages or claim of loss not covered by DACO and/or DACO's subcontractors' 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 DACO, this Agreement shall be voidable at the option of CITY.

12. INDEMNIFICATION/HOLD HARMLESS. DACO assumes all risk associated with the Project and agrees to release, defend, indemnify and save harmless CITY, its representatives, agents, employees, or invitees from and against any and all liability, suits, claims, damages, judgments, cost (including, without limitation attorneys' fees), losses, outlays and expenses (the "Liability") growing out of, caused by or contributed to by, or arising in any way whatsoever from the Project, including but not limited to, without limitation, liability growing out of, caused by or contributed to by, or arising in any way whatsoever from (1) damage to the Bridge; (2) the use of the Bridge; (3) the nature, fitness, design, condition or state of repair of the Bridge (or defects therein or thereof); (4) claims by third parties; (5) any other cause or causation whatsoever, regardless of the negligence (whether sole or otherwise), if any, of CITY, its representatives, agents, employees, or invitees; or (6) any environmental condition or contamination attributable to the Bridge, including scrapping, recycling or transportation. DACO shall not be released from its assumption of risk and liability for the Project, as contemplated in this section, until such time as an engineer's certificate showing the structural integrity of the pedestrian walkway Bridge, pursuant to paragraph 9 herein, is approved of and accepted by CITY's Council at a regularly-scheduled City Council meeting.

13. E-VERIFY. DACO is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

14. TITLE VI. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, DACO agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "4". Any reference to "contractor" in Exhibit "4" shall mean "DACO" for purposes of this Agreement.

15. RISK OF LOSS. The risk of loss of DACO's investment in the Project shall remain with DACO and CITY shall in no way be liable for any loss to DACO related to the Project or in the performance of this Agreement.

16. LAW GOVERNING. This Agreement shall be governed and construed in accordance with the laws of Nebraska.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

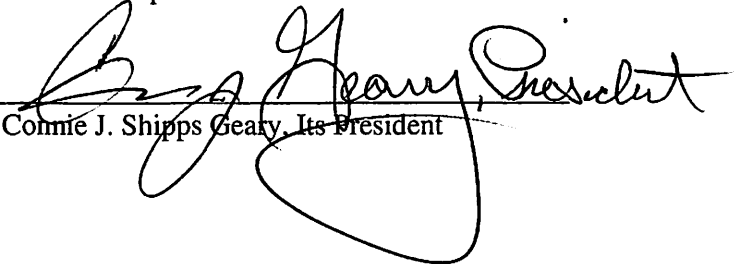
ATTEST:

By _____
Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

DACO CONSTRUCTION CO., INC.,
A Nebraska Corporation

By  _____
Commie J. Shipps Geary, Its President

Nebraska Central Railroad Norfolk Pedestrian Bridge Project



Fracture Critical Inspection & Structural Assessment



June 18, 2014

with January 31, 2023 Updates

Prepared for:

DACO Construction Co., Inc.



Prepared by:





Table of Contents

Table of Contents.....	1
Introduction.....	2
General Bridge Description	3
Structure Condition.....	3
Structural Analysis.....	5
Recommendations.....	6
Appendix A: Inspection Notes.....	A1-A9
Appendix B: Report Photos	B1-B28
Appendix C: Structural Analysis	C1-C35
Appendix D: Inspection Photos	D1-D14
Appendix E: Theisen Construction, Inc. Truss Measurements.....	E1-E4
Appendix F: 2023 Inspection Notes and Photos	F1-F19
U1-L1 South Repair Details	G1
L0-L1 North Repair Details	G2

Introduction

DACO Construction Co., Inc. (DACO) has proposed construction of a Live-Work Opportunity Area on the land northwest of the North 1st Street and Braasch Avenue intersection in Norfolk, Nebraska, as shown in *Figure 1*. This new area will provide living and work space in efforts to develop the community. This new development will be split into two sections by the North Fork of the Elkhorn River resulting in the need for a pedestrian crossing approximately 300 ft. west of 1st Street to provide access to both sections. DACO has been negotiating with the Nebraska Central Railroad (NCRR) to purchase the now closed Norfolk Railroad Bridge currently crossing the North Fork of the Elkhorn River at the north end of the development. The bridge will be relocated from its current location to the proposed location, placed on a new foundation, and modified for pedestrian use.

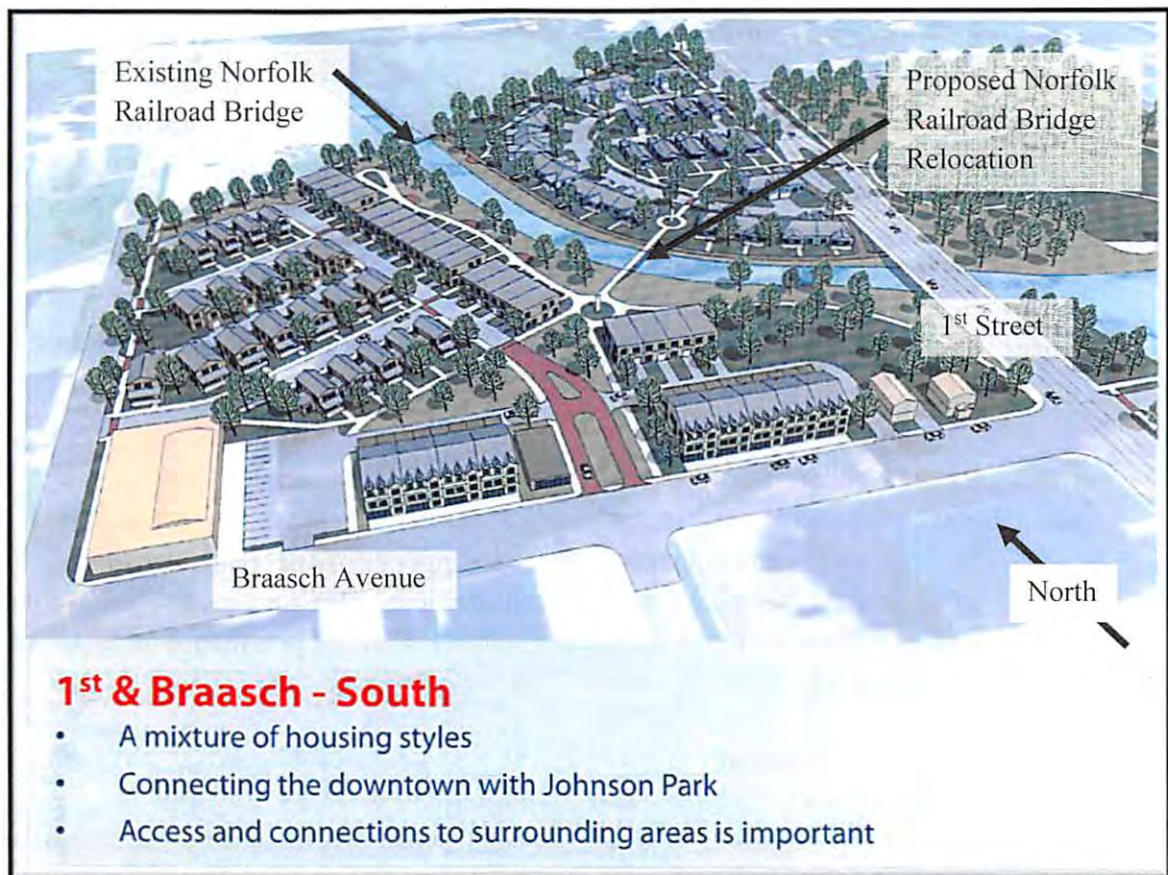


Figure 1: DACO Proposed Live-Work Opportunity Area

In order to determine if the bridge could be salvaged for relocation, a structural assessment and a fracture critical inspection for the Norfolk Railroad Bridge were authorized by an engineering services agreement between DACO and Mainelli Wagner & Associates (MWA) on June 11, 2014. The field effort of the inspection included an arm's reach examination of the superstructure above the bearings, with particular emphasis on fatigue prone details and fracture critical bridge members. This report includes a summary of the condition findings, photographs from the inspection, field notes, structural analysis results, and recommendations for repairs.



The field inspection of the bridge superstructure above the bearings was performed on June 18, 2014 by a MWA field crew consisting of Team Leader Tyler Cramer, E.I., and assistant Mark D. Mainelli. Access to the superstructure was made possible from the deck with a ladder, and the ground utilizing waders. The weather for the day was sunny, hot, with a minor breeze, and a high temperature of 93°F. The onsite inspection time was approximately eight hours. Although the bridge is closed and no longer on an active line, Clinton Estes with NCRP was notified inspectors will be on their right-of-way but will not go onto the active tracks. Clinton should be notified at (402)-750-0663 any time inspectors or other personnel need to be on the bridge.

General Bridge Description

The Norfolk Railroad Bridge over the North Fork of the Elkhorn River is a single through lattice truss span built in 1889 with one timber stringer approach span on the west and ten timber approach spans on the east. The bridge is currently owned by the NCRP. As of 2013, the NCRP has closed this bridge and it is no longer in service.

The truss is a single span 100'-1" steel lattice truss with a clear width of 15'-10". Each timber stringer approach span is approximately 12'-6" long. The remaining steel rails are supported by steel floorbeams, steel stringers, and timber rail ties in the truss span, and timber stringers and rail ties in the approach spans.

The abutments consist of timber bearing pile and caps with timber plank backwalls to retain the approach material. The bents consist of timber bearing pile and caps.

Structure Condition

The Nebraska Bridge Inspection Program utilizes the AASHTO Bridge Management (BrM) program and its software for all bridge inspections. The structural condition ratings used in this report are based off of the BrM descriptions. For further information on the program please refer to the *Nebraska Bridge Inspection Program Manual*.

Structure Condition

The structure inspection included visual and non destructive inspections; no destructive inspections were performed. The non destructive test, sound testing, was performed on timber elements using a hammer to strike the surface of the timber to listen for "solid" or "hollow" sounds to assess the condition of the timber element. Other non destructive testing equipment including dye penetrate testing and ultrasonic testing were available but were not required. Equipment used in the inspection include: camera, tape measure, calipers, flash light, hammer, spade, pick, wire brush, mirror, and tape with weight.

Pat Gubbels with Theisen Construction, Inc. has informed MWA the NCRP hired him in 2010 to inspect and measure the bridge and offered to share his information. Pat's job was to determine



what repairs need to be made prior to carrying a large transformer over the bridge. The repairs he made are noted in this report and all repairs appear in good condition. Although Pat did not know the exact loading of the transformer, he believes the bridge was overloaded as the transformer was carried across. Both Pat's and MWA measurements appear to be in agreement and his measurements have been provided in Appendix E.

The following are summaries of the Inspection findings. For full Inspection Notes refer to Appendix A. For Report Photos refer to Appendix B. For Complete Inspection Photos refer to Appendix D.

A. Superstructure

The truss superstructure is in fair condition.

The truss consists of two main steel thru trusses, seven floorbeams, two rows of stringers, portal bracing, and upper and lower cross bracing. The truss members, floorbeams, and stringers consist of riveted/bolted, rolled, built-up members. The truss members are connected with riveted/bolted gusset plates. The floorbeams are connected to the gusset plates with riveted/bolted angles. The stringers are connected to the top half of the floorbeams with bolts and connection angles. All fracture critical members of the truss are considered AASHTO Fatigue Category "D" due to the rivets.

The paint system on the superstructure is in poor condition with minimal paint remaining. Minor rust is present throughout the steel members with few instances of loss noted throughout the members. Minor pack rust is present in the splices and the cover plates of the upper chords. There is pitting on the top of the lower chord bottom angle legs under the lower connections. With the exception of a few missing rivets on the batter chords, all bolts and rivets are present and in fair condition. Up to 1/2" pack rust with interior plate delamination on the west side of the L1 Joint and on the east side of the L7 joint. Newer clip angles are present on some of the stringer to floorbeam connections throughout. Newer plates to connect the lower lateral bracing to the lower chords are present throughout. The portal bracing clearance has been enlarged with some newer plates present at each end.

There is minor collision damage including scrapes and dents noted throughout. The exterior member of L4-L5 North is bent to the south; a 1" gap remains between the two interior angles. The interior angle of U1-L1 South is torn and bent at the diagonal connection for approximately 2.5'. The exterior angle of U3-L5 South is spliced at L5 to repair a previous crack. The exterior bottom angle leg of L0-L1 North is cracked and bent at the bearing; the top bearing plate at this location is cracked. The top bearing plate at the southwest bearing is bending and cracking.

The timber approach spans are in poor condition.

The timber approach spans have 4 stringers next to each other. No inspection of the adjacent faces of the stringers next to each other was able to be performed. The rows are under the rail locations. Select stringers are continuous over each bent, no stringer spans for more than two spans. The stringers alternate continuity over every other bent. There is general noting of minor knots, checks, and waness throughout the spans. Almost all knots appear solid and section loss due to checks and waness is minor (1%-5%). An estimated



40% of the visible beams have end rot and/or crushing. Additional rot may be noted after the removal of the rails and ties.

B. Substructure

New foundations will be installed prior to relocation; therefore, an inspection of the substructure was not performed.

C. Deck

This item includes the timber railroad ties only. An inspection was not performed on the remaining steel rails.

The bridge deck is in poor condition.

The timber railroad ties are spaced to support the existing rails. The ties are weathered with splits and checks throughout. An estimated 50% of the planks are rotten and cannot be salvaged. Additional rot may be noted after the removal of the rails.

Structural Analysis

Based on the inspection findings and measurements, along with past measurements and inspection findings, a structural analysis and load rating have been completed on the structure. In order for the structure to be adequate after relocation, a load rating would have to result in an inventory rating factor of 1.0 or higher. For full Structural Analysis calculations and results refer to Appendix C.

Although Section 7b of the engineering services agreement states “Plans will be developed to satisfy current AASHTO guidelines...”, MWA looked at the City of Norfolk Building Code as well. The city has adopted the “2006 International Building Code (IBC)” for building purposes. After investigation of both codes, AASHTO would produce more conservative results and therefore remains the one used as per the agreement.

Analysis was performed using the “2010 Second Edition of the AASHTO Manual for Bridge Evaluation (MBE) with the 2011 interim revision” and the “2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges”. Although the new deck design has not been determined, the truss superstructure was investigated with a 10 ft. clear walkway with a concrete deck.

Due to the complexity of the truss configuration lattice trusses were originally designed based on simpler truss configurations from the existing truss nodes. Based on this theory, MWA has analyzed the truss in three separate configurations while distributing loads to the new truss nodes appropriately; see Appendix C for diagrams of the three configurations. Through each configuration MWA was able to analyze all truss members separately while placing maximum loading to those members. The following are the minimum inventory rating factors for each configuration:

- Configuration No. 1: Rating Factor is 1.312, controlled by U1L2/U7L6 in tension.
- Configuration No. 2: Rating Factor is 1.450, controlled by U2L0/U6L8 in compression.



- Configuration No. 3: Rating Factor is 1.041, controlled by vertical U1-L1 Rt. in tension. Section loss was applied due to the tear.

Based on these results, the truss superstructure has adequate capacity for the criteria analyzed. Analyzing the truss as a single configuration with all members would result in no load redistribution creating lighter loads to the diagonal and vertical members, resulting in greater capacity than calculated.

The steel truss floorbeams result in an inventory rating factor of 1.08 with a concrete deck. The steel truss stringers result in an inventory rating factor of 3.21 with a concrete deck. The maximum loading possibility for the steel truss floorbeams and stringers is the concrete deck with 10' clear walkway, therefore, these members were not analyzed with a timber deck. The timber approach stringers (if utilized) result in an inventory rating factor of 1.15 with a timber deck and 1.65 with a concrete deck.

Utilizing the timber railroad ties for a deck platform result in an inventory rating factor of 6.94 over the truss steel stringers. If the timber stringers are utilized in the approach spans, the spacing would be smaller than the truss stringers resulting in a higher rating factor; therefore the railroad ties were not analyzed over the timber stringers. A rating was not produced for a concrete deck. If this option is chosen, the deck will be designed for the required load and no rating of the deck will be required. Note the use of the timber railroad ties may limit the clear width to 6'-8".

Recommendations

Overall, the superstructure appears to be in fair condition and should be able to carry pedestrian loads. No issues were noted to the truss during the inspection or structural analysis preventing salvaging and relocation onto new foundations. However, MWA recommends the following issues be addressed:

- Repair or replace the west bearing plates for structural reasons.
- Repair or replace the exterior bottom angle leg of L0-L1 North for structural reasons. (See Repair Plan Sheet G2)
- Repair the torn interior angle of U1-L1 South for cosmetic reasons. (See Repair Plan Sheet G1)
- Assess the need to repair or replace bent members for cosmetic reasons.
- Assess the railroad ties after removal to determine the possibility for re-use.
- Assess the timber stringers after removal to determine the possibility for re-use in new approach spans.
- Assess the need for painting of the structure for aesthetic and preservation purposes. No paint will be specified per engineering services agreement.
- Inspect structure after relocation to ensure no damage resulted from the moving process.
- After opening of the structure, start a maintenance and inspection program to prolong the life of the structure.

Assessing the timber items after they have been removed should be done as soon as possible. In the event they can be re-used, the re-use can be noted in the plans and an alternate plan would not have to be designed. In the event it is unfeasible to re-use the timber railroad ties for the decking, alternative approach span types should be considered to avoid future issues due to a concrete deck on timber stringers.

Appendix A
Inspection Notes



Truss Superstructure

Notes about this section:

- The phrase “No defects noted” in the *Inspection Notes* section of the tables is used to represent there were no notable defects beyond those listed in the “General Truss Notes” section below.
- See *Figure 2, 3, and 4* for superstructure layout with corresponding Diagram ID number to indicate locations of defects.
- For Inspection Photos referenced in the *Photo #* section of the tables refer to Appendix B.

General Truss Notes:

- The paint system on the superstructure is in poor condition with minimal paint remaining.
- Minor rust throughout the superstructure with no loss noted (unless noted below).
- Pitting on top of the lower chord bottom angle legs under lower connections (Photo 1).
- All bolts/rivets are present (unless noted below) and are in fair condition.
- Minor loss or heavy rivet impact damage to members at some locations (Photo 2).
- Moderate rust on stringer clip angles, pack rust on bottom support angles (Photos 3 & 4).
- Newer members in portal bracing (Photo 5). Upper/lower cross bracing in fair condition.

North Truss

Inspection of Lower Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-L1	Up to 1/2" pack rust with interior plate delamination on the west side of the L1 Joint. Exterior bottom angle leg is cracked and bent at the bearing. 1 st batten plate from the bearing is bent.	1	6-7
L1-L2	1/8" pack rust on the west exterior at the L2 Joint.	2	8
L2-L3	Minor pack rust in splice.	3	9
L3-L4	No defects noted.		
L4-L5	No defects noted.		
L5-L6	The exterior member is bent to the south. 1" gap remains between the two interior angles.	4	10-12
L6-L7	1/8" pack rust on the east interior at the L6 Joint.	5	13
L7-L8	Up to 1/2" pack rust with interior plate delamination on the east side of the L7 Joint.	6	14

Inspection of Vertical Members

Member	Inspection Notes	Diagram ID	Photo #
U1-L1	No defects noted.		
U7-L7	No defects noted.		



North Truss (Continued)

Inspection of Upper Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-U1	Minor scrapes on interior edge of cover plate. New bolts on cover plate near portal bracing. Two missing rivets by new bolts.	7	16-17
U1-U2	No defects noted.		
U2-U3	Minor pack rust in splice.	8	18
U3-U4	Ripples in cover plate.	9	19
U4-U5	Ripples in cover plate.	10	20
U5-U6	Minor pack rust in splice.	11	
U6-U7	No defects noted.		
U7-L8	Missing rivets at old company/date plate. New bolts in cover plate near portal bracing.	12	21-22

Inspection of Diagonal Members

Member	Inspection Notes	Diagram ID	Photo #
M1-L1	No defects noted.		
U1-L2	No defects noted.		
U1-L3	No defects noted.		
U2-L0	No defects noted.		
U2-L4	Interior angle bent at the U5-L3 connection.	13	23-24
U3-L1	No defects noted.		
U3-L5	No defects noted.		
U4-L2	No defects noted.		
U4-L6	No defects noted.		
U5-L3	No defects noted.		
U5-L7	½" scrape in the top edge of the interior angle 2' from L7.	14	25
U6-L4	No defects noted.		
U6-L8	No defects noted.		
U7-L5	No defects noted.		
U7-L6	Minor dent in exterior angle half way up.	15	
M7-L7	No defects noted.		



North Truss (Continued)

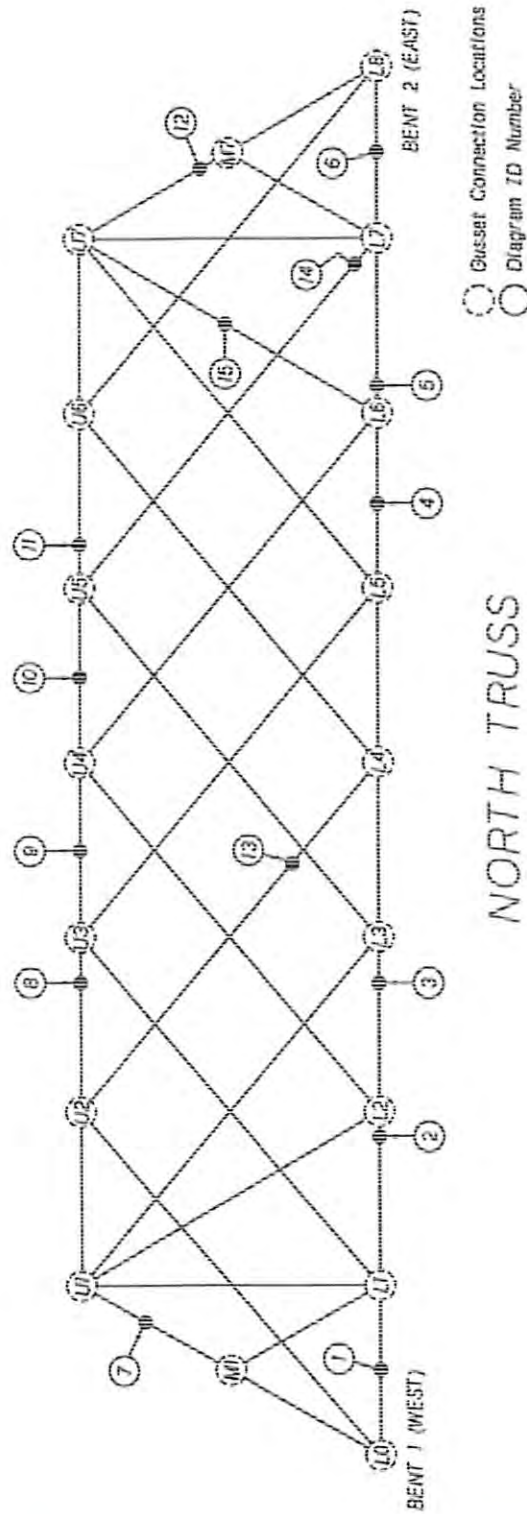


Figure 2: North Truss Elevation and Diagram ID Number



South Truss

Inspection of Lower Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-L1	Up to ½” pack rust with interior plate delamination on the west side of the L1 Joint. 1 st batten plate from the bearing is bent. Minor dents in the interior angle.	16	26-29
L1-L2	Minor bend in the exterior member.	17	
L2-L3	No defects noted.		
L3-L4	No defects noted.		
L4-L5	Minor scrapes on top of web plates.	18	
L5-L6	No defects noted.		
L6-L7	No defects noted.		
L7-L8	Up to ½” pack rust with interior plate delamination on the east side of the L7 Joint. Minor flaw in the interior plate 3’ from L7, 2” down.	19	30-31

Inspection of Vertical Members

Member	Inspection Notes	Diagram ID	Photo #
U1-L1	The interior angle is torn and bent at the diagonal connection for approximately 2.5’.	20	32-33
U7-L7	The interior angle is bent at the diagonal connection. Exterior angle leg has up to 20% loss due to pack rust at the connection.	21	34-36

Inspection of Upper Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-U1	No defects noted.		
U1-U2	No defects noted.		
U2-U3	Minor pack rust in splice.	22	37
U3-U4	Ripples in cover plate.	23	38
U4-U5	Ripples in cover plate.	24	39
U5-U6	Minor pack rust in splice.	25	40
U6-U7	No defects noted.		
U7-L8	Heavy scrapes with a 1” wide tear on the interior edge of the cover plate approximately 8’ above the deck.	26	41



South Truss (Continued)

Inspection of Diagonal Members

Member	Inspection Notes	Diagram ID	Photo #
M1-L1	No defects noted.		
U1-L2	No defects noted.		
U1-L3	No defects noted.		
U2-L0	No defects noted.		
U2-L4	No defects noted.		
U3-L1	Minor scrapes on top of interior angle.	27	42-43
U3-L5	The exterior angle is spliced at L5 due to previous crack.	28	44-46
U4-L2	No defects noted.		
U4-L6	No defects noted.		
U5-L3	No defects noted.		
U5-L7	No defects noted.		
U6-L4	No defects noted.		
U6-L8	No defects noted.		
U7-L5	No defects noted.		
U7-L6	Interior angle is bent.	29	47
M7-L7	No defects noted.		



South Truss (Continued)

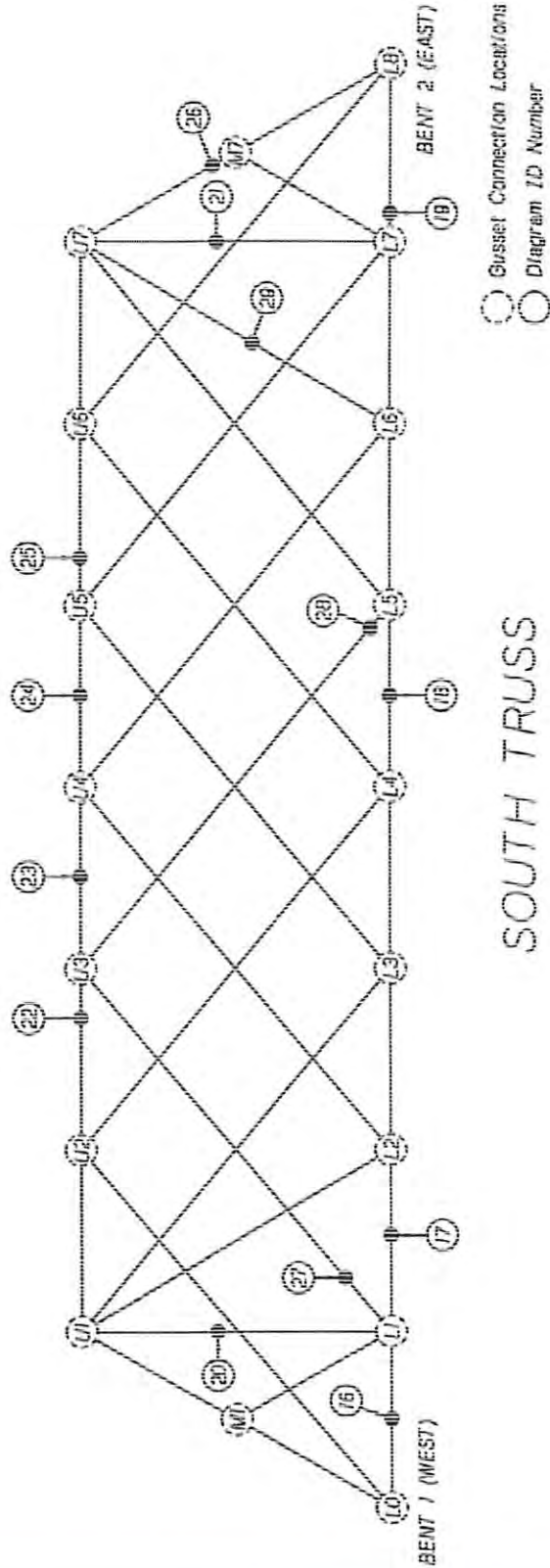


Figure 3: South Truss Elevation and Diagram ID Number



Below Deck of Truss

Inspection of Floorbeams

Member	Inspection Notes	Diagram ID	Photo #
FB1	No defects noted.		
FB2	No defects noted.		
FB3	No defects noted.		
FB4	No defects noted.		
FB5	No defects noted.		
FB6	No defects noted.		
FB7	No defects noted.		

Inspection of Stringers

Member	Inspection Notes	Diagram ID	Photo #
Bay 1	Newer clip angles with bolts.	30	48
Bay 2	No defects noted.		
Bay 3	No defects noted.		
Bay 4	Newer clip angles with bolts.	31	48
Bay 5	No defects noted.		
Bay 6	No defects noted.		
Bay 7	No defects noted.		
Bay 8	Newer clip angles with bolts.	32	48

Inspection of Bearing Plates

Member	Inspection Notes	Diagram ID	Photo #
Northwest	Top plate is bent and cracked.	33	49-51
Southwest	Top plate is bending and cracking.	34	52
Northeast	No defects noted.		
Southeast	No defects noted.		



Below Deck of Truss (Continued)

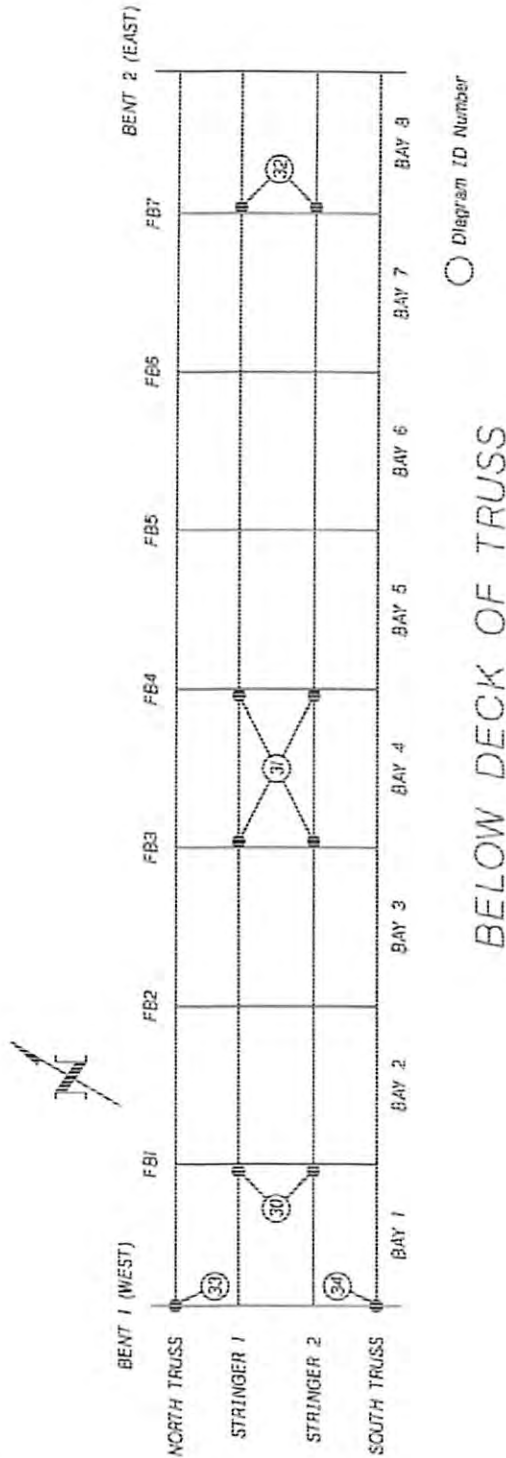


Figure 4: Below Deck of Truss Plan and Diagram ID Number




Inspection of Timber Approach Span Beams


The timber approach spans consist of two rows of 4 timber beams placed back to back making it difficult to fully inspect the beams. An estimated 40% of the visible beams have end rot and/or crushing (Photos 53 & 54). Minor splits, checks, and waness are present throughout (Photo 55). Additional rot may be noted after the removal of the rails and ties.


Bridge Deck

The timber railroad ties are spaced to support the existing rails. The ties are weathered with splits and checks throughout. An estimated 50% of the planks are rotten and cannot be salvaged (Photo 56). Additional rot may be noted after the removal of the rails.

Appendix B
Report Photos

<p>Photo: 1 Location: General Lower Chord Date: 6/18/2014</p>	
<p>Description</p>	
<p>Pitting on top of the lower chord bottom angle legs under the lower connections.</p>	

<p>Photo: 2 Location: General Rivets Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor loss or heavy rivet impact damage to members at some locations.</p>	

<p>Photo: 3 Location: General Stringer Connection Date: 6/18/2014</p>	
<p>Moderate rust on stringer clip angles.</p>	

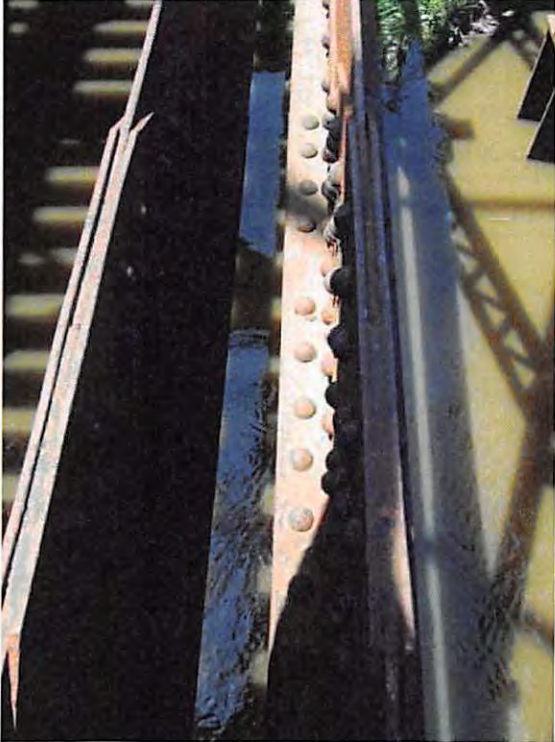
<p>Photo: 4 Location: General Stringer Connection Date: 6/18/2014</p>	
<p>Description</p>	
<p>Pack rust on the bottom support angles of the stringers.</p>	


<p>Photo: 5 Location: General Portal Bracing Date: 6/18/2014</p>	
<p>Description</p>	
<p>Newer members in the portal bracing.</p> <p>West portal bracing shown.</p>	

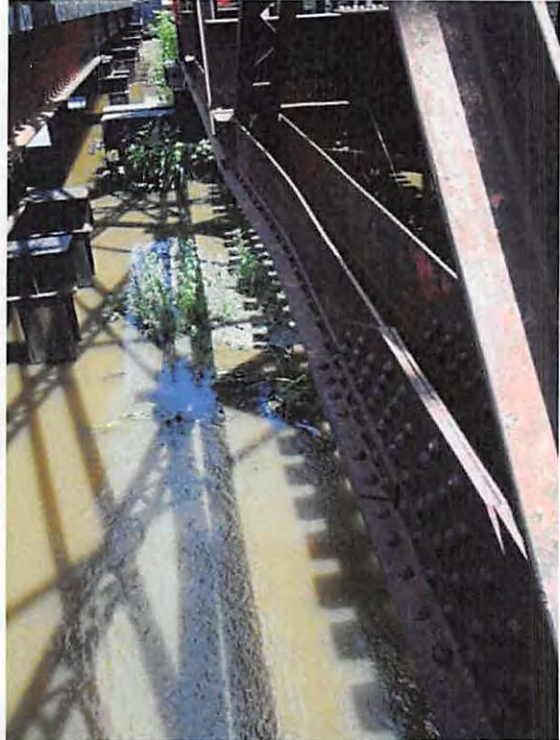
<p>Photo: 6 Location: L1 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Up to 1/2" pack rust with interior plate delamination on the west side of the L1 Joint.</p>	

<p>Photo: 7 Location: L0-L1 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Exterior bottom angle leg is cracked and bent at the bearing.</p>	

<p>Photo: 8 Location: L1-L2 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>1/8" pack rust on the west exterior at the L2 Joint.</p>	

<p>Photo: 9 Location: L2-L3 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor pack rust in splice.</p>	

<p>Photo: 10 Location: L5-L6 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior member is bent to the south. 1" gap remains between the two interior angles.</p>	

<p>Photo: 11 Location: L5-L6 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior member is bent to the south. 1" gap remains between the two interior angles.</p>	


<p>Photo: 12 Location: L5-L6 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior member is bent to the south. 1" gap remains between the two interior angles.</p>	


<p>Photo: 13 Location: L6-L7 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>1/8" pack rust on the east interior at the L6 Joint.</p>	

<p>Photo: 14 Location: L7-L8 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>Up to 1/2" pack rust with interior plate delamination on the east side of the L7 Joint.</p>	

<p>Photo: 15 Location: Lt. Truss Upper Chord Date: 6/18/2014</p>	
<p>Description</p>	
<p>Member U7L8 Left Truss.</p>	

<p>Photo: 16 Location: L0-U1 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor scrapes on interior edge of cover plate.</p>	

<p>Photo: 17 Location: L0-U1 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>New bolts on cover plate near portal bracing. Two missing rivets by new bolts.</p>	

<p>Photo: 18 Location: U2-U3 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>Minor pack rust in splice.</p>	

<p>Photo: 19 Location: U3-U4 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>Ripples in cover plate.</p>	

<p>Photo: 20 Location: U4-U5 North Truss Date: 6/18/2014</p>	
<p>Description</p> <p>Ripples in cover plate.</p>	

<p>Photo: 21 Location: U7-L8 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Missing rivets at old company/date plate.</p>	

<p>Photo: 22 Location: U7-L8 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>New bolts in cover plate near portal bracing.</p>	

<p>Photo: 23 Location: U2-L4 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Interior angle bent at the U5-L3 connection.</p>	

<p>Photo: 24 Location: U2-L4 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Interior angle bent at the U5-L3 connection.</p>	

<p>Photo: 25 Location: U5-L7 North Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>½” scrape in the top edge of the interior angle 2’ from L7.</p>	

<p>Photo: 26 Location: L0-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Up to ½” pack rust with interior plate delamination on the west side of the L1 Joint.</p>	

<p>Photo: 27 Location: L0-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>1st batten plate from the bearing is bent.</p>	


<p>Photo: 28 Location: L0-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor dents in the interior angle.</p>	


<p>Photo: 29 Location: L0-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor dents in the interior angle.</p>	

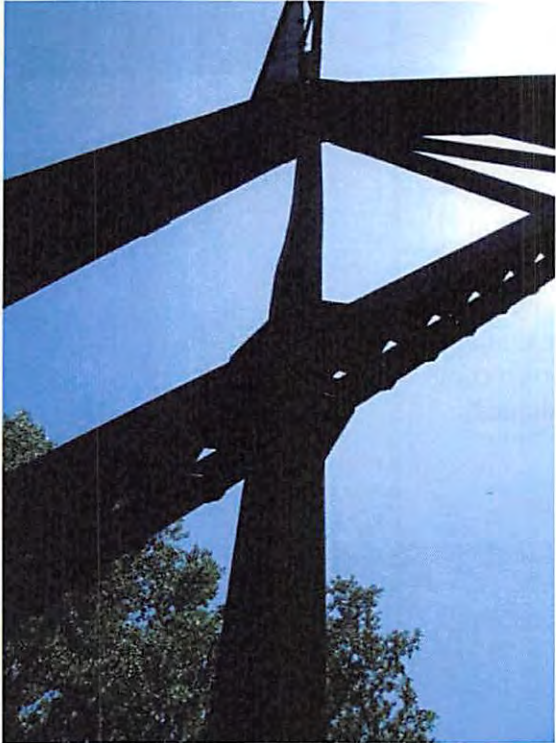
<p>Photo: 30 Location: L7-L8 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Up to 1/2" pack rust with interior plate delamination on the east side of the L7 Joint.</p>	

<p>Photo: 31 Location: L7-L8 South Truss Date: 6/18/2014</p>	
<p>Description</p> <p>Minor flaw in the interior plate 3' from L7, 2" down.</p>	

<p>Photo: 32 Location: U1-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p> <p>The interior angle is torn and bent at the diagonal connection for approximately 2.5'.</p>	

<p>Photo: 33 Location: U1-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The interior angle is torn and bent at the diagonal connection for approximately 2.5°.</p>	

<p>Photo: 34 Location: U7-L7 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The interior angle is bent at the diagonal connection.</p>	

<p>Photo: 35 Location: U7-L7 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The interior angle is bent at the diagonal connection.</p>	


<p>Photo: 36 Location: U7-L7 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Exterior angle leg has up to 20% loss due to pack rust at the connection.</p>	

Photo: 37
Location: U2-U3
South Truss
Date: 6/18/2014

Description

Minor pack rust in splice.



Photo: 38
Location: U3-U4
South Truss
Date: 6/18/2014

Description

Ripples in cover plate.



<p>Photo: 39 Location: U4-U5 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Ripples in cover plate.</p>	

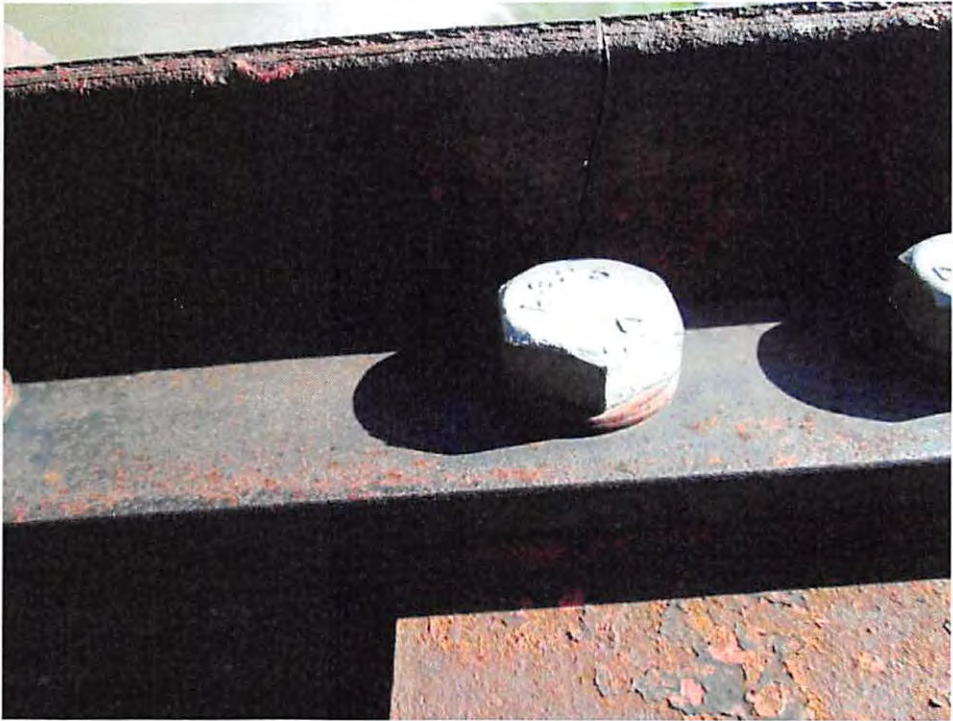
<p>Photo: 40 Location: U5-U6 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor pack rust in splice.</p>	

<p>Photo: 41 Location: U7-L8 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Heavy scrapes with a 1" wide tear on the interior edge of the cover plate approximately 8' above the deck.</p>	


<p>Photo: 42 Location: U3-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor scrapes on top of interior angle.</p>	


<p>Photo: 43 Location: U3-L1 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor scrapes on top of interior angle.</p>	

<p>Photo: 44 Location: U3-L5 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior angle is spliced at L5 due to previous crack.</p>	

<p>Photo: 45 Location: U3-L5 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior angle is spliced at L5 due to previous crack.</p>	

<p>Photo: 46 Location: U3-L5 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>The exterior angle is spliced at L5 due to previous crack.</p>	

<p>Photo: 47 Location: U7-L6 South Truss Date: 6/18/2014</p>	
<p>Description</p>	
<p>Interior angle is bent.</p>	

<p>Photo: 48 Location: Stringer Clip Angle Date: 6/18/2014</p>	
<p>Description</p>	
<p>Newer clip angles with bolts.</p> <p>Bay 4 Stringer 1 shown. Typ. in Bays 1 and 8.</p>	

<p>Photo: 49 Location: Northwest Bearing Date: 6/18/2014</p>	
<p>Description</p>	
<p>Top plate is bent and cracked.</p>	

<p>Photo: 50 Location: Northwest Bearing Date: 6/18/2014</p>	
<p>Description</p>	
<p>Top plate is bent and cracked.</p>	


<p>Photo: 51 Location: Northwest Bearing Date: 6/18/2014</p>	
<p>Description</p> <p>Top plate is bent and cracked.</p>	

<p>Photo: 52 Location: Southwest Bearing Date: 6/18/2014</p>	
<p>Description</p> <p>Top plate is bending and cracking.</p>	

<p>Photo: 53 Location: Timber Approach Spans Date: 6/18/2014</p>	
<p>Description</p> <p>An estimated 40% of the visible beams have end rot and or crushing.</p>	

<p>Photo: 54 Location: Timber Approach Spans Date: 6/18/2014</p>	
<p>Description</p> <p>An estimated 40% of the visible beams have end rot and or crushing.</p>	

<p>Photo: 55 Location: Timber Approach Spans Date: 6/18/2014</p>	
<p>Description</p>	
<p>Minor splits, checks, and wanes are present throughout.</p>	

<p>Photo: 56 Location: Deck Date: 6/18/2014</p>	
<p>Description</p>	
<p>The ties are weathered with splits and checks throughout. An estimated 50% of the planks are rotten and cannot be salvaged.</p>	

Appendix C
Structural Analysis

Calculated By: D. Alexander

Checked By: T. Cramer

Analysis of Approach Span Stringers with Timber Deck

Deadload

$$\text{Deck} = 4/12' \times 1.4167' \times 50 \text{pcf} = 23.611 \text{ lb/ft}$$

$$\text{Ties} = \left(\frac{8 \times 8}{2}\right) / 144 \times 1.4167' \times 50 \text{pcf} = 15.741 \text{ lb/ft}$$

$$\text{Stringer} = (8" \times 16") / 144 \times 50 \text{pcf} = 44.4 \text{ lb/ft}$$

$$\text{Rail} = 15 \text{ lb/ft}$$

$$\text{Total DL} = 98.75 \times 1.05 = 103.69$$

$$\text{Deadload Moment} = \frac{w_{DL} \times L^2}{8} = \frac{103.69 \times 12.5^2}{8} = 2025 \rightarrow 2,025 \text{ k}\cdot\text{ft}$$

$$\text{Live load Moment, NOTE stringer Capacity} = \frac{8 \times 15^2}{6} = 300 \rightarrow \frac{1050 \times 300}{12000} = 26.25 \quad \frac{1450 \times 300}{12000} = 36.25$$

$$\text{Truck DF, called single layer} = 1.416/21 = .354 \rightarrow .354 \times 50 \text{ k}\cdot\text{ft} = 17.7 \text{ kft}$$

$$\text{Pedestrian} = 90 \text{ lb/sf} \times 1.4167' = 127.5 \text{ lb/ft} \times 12.5^2 / 8 = 2.49 \text{ kft}$$

$$\text{Truck: Inventory} \rightarrow \frac{26.25 - 2,025}{17.7} = 1.37 \quad \text{Operating} \rightarrow \frac{36.25 - 2,025}{17.7} = 1.93$$

$$\text{Pedestrian: Inventory} \rightarrow \frac{26.25 - 2,025}{2.49} = 9.73 \quad \text{Operating} \rightarrow \frac{36.25 - 2,025}{2.49} = 13.74$$

Shear, Note $S_{in} = 65 \text{ psi} = 5.2 \text{ k w/15" Depth}$, $S_{op} = 90 = 7.2 \text{ k}$

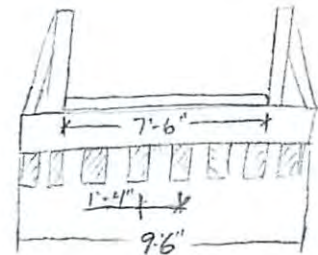
$$\text{Deadload} = 0.316 \text{ k}$$

$$\text{Truck} = 12 \times .354 = 4.248 \text{ k}$$

$$\text{Pedestrian} = 0.4 \text{ k}$$

$$\text{Truck: Inventory} \rightarrow \frac{5.2 - 0.316}{4.248} = 1.15 \quad \text{Operating} \rightarrow \frac{7.2 - 0.316}{4.248} = 1.62$$

$$\text{Pedestrian: Inventory} \rightarrow \frac{5.2 - 0.316}{0.4} = 12.21 \quad \text{Operating} \rightarrow \frac{7.2 - 0.316}{0.4} = 17.21$$





Calculated By: D. Alexander
 Checked By: T. Cramer

Analysis of Approach Span Stringers with Concrete Deck

Deck Width = 10'-3", 6" depth with Stay In Place forms.

Deadload

Deck = 1.4167' x 0.5' x 150 pcf = 106.31 lb/ft

SIP form = 1.4167 x 5 lb/ft² = 7.08 lb/ft

Stringer = (16" x 8")/144 x 50 pcf x 1.05 = 46.67 lb/ft

Rail = 75/10 = 7.5 lb/ft

Total DL = 167.55 lb/ft

Deadload Moment = $\frac{w_{DL} \times L^2}{8} = \frac{0.16755 \times 12.5^2}{8} = 3.27 \text{ kft}$

Live Load Moment

Truck DF = 5/6 = 1.4167/6 = 0.236 x 50 k-ft = 11.81 k-ft

Pedestrian Distribution = 90 lb/ft x 1.4167' = 127.5 lb/ft

= $\frac{w_{LL} \times L^2}{8} = \frac{0.1275 \times 12.5^2}{8} = 2.49 \text{ kft}$

Truck: Inventory $\rightarrow \frac{26.25 - 3.27}{11.81} = 1.95$ Operating $\rightarrow \frac{36.25 - 3.27}{11.81} = 2.79$

Pedestrian: Inventory $\rightarrow \frac{26.25 - 3.27}{2.49} = 9.23$ Operating $\rightarrow \frac{36.25 - 3.27}{2.49} = 13.24$

Shear, Distance = 3.1

Truck = $\frac{12 \times 0 + 11.2}{2} = 12 \text{ k} \times 0.236 = 2.832 \text{ k}$ Pedestrian = 0.4 k

DL = 0.523 k

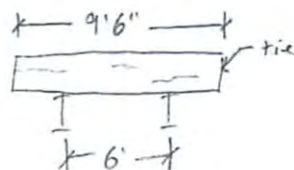
Truck: Inventory $\rightarrow \frac{5.2 - 0.523}{2.832} = 1.65$ Operating $\rightarrow \frac{7.2 - 0.523}{2.832} = 2.36$

Pedestrian: Inventory $\rightarrow \frac{5.2 - 0.523}{0.4} = 11.69$ Operating $\rightarrow \frac{7.2 - 0.523}{0.4} = 16.7$

Calculated By: D. Alexander
 Checked By: T. Cramer

Analysis of Timber Rail Ties with Timber Deck on Truss Span

- Ties on the approach span were not analyzed due to minimal stringer spacing in comparison to the stringer spacing on the truss span.
- Trucks are 6' between tires, 2' from rail will place wheel lines at the stringers producing minimal load affect to the ties. Only Pedestrian load investigated.



- Rail tie option will minimize clear span to 6'-8" producing minimal overhang affect.

Deadload, tie spacing ~1'-4"

$$\text{Deck} = 4\frac{1}{2} \times 1.33' \times 50 \text{ pcf} = 22.2 \text{ lb/ft}$$

$$\text{Rail} = 100 \text{ lb} / 6.66 \text{ ft} = 15.02 \text{ lb/ft}$$

$$\text{Tie} = 8 \times 8 \frac{1}{4} \times 50 \text{ pcf} \times 1.05 = 23.33 \text{ lb/ft}$$

$$\text{Total} = 60.55 \text{ lb/ft} \rightarrow \text{call this } 100 \text{ lb/ft}$$

$$\text{Deadload Moment} = \frac{100 \times 6^2}{8} = 450 = 0.45 \text{ k-ft}$$

$$\text{Shear} = \frac{100 \times 6}{2} = 300 = 0.3 \text{ k}$$

$$\text{Pedestrian} = 90 \text{ lb/sf} \times 1.33' = 120 \text{ lb/ft} \rightarrow M = \frac{120 \times 6^2}{8} = 540 = 0.54 \text{ k-ft}$$

$$S = \frac{120 \times 6}{2} = 360 = 0.36 \text{ k}$$

$$S_x = \frac{8 \times 8^2}{6} = 85.3 \text{ in}^3$$

$$\text{Inventory} = 1050 \times 85.3 / 12000 = 7.46 \text{ k-ft}; \quad S_{in} = 2.8 \text{ k}$$

$$\text{Operating} = 1450 \times 85.3 / 12000 = 10.31 \text{ k-ft}; \quad S_{op} = 3.8 \text{ k}$$



Calculated By: D. Alexander
Checked By: T. Cramer

Analysis of Timber End Ties with Timber Deck on Truss Span (continued)

$$\text{Pedestrian: Inventory} \rightarrow \frac{7.46 - 0.45}{0.54} = 12.98 \quad \text{Operating} \rightarrow \frac{10.31 - 0.45}{0.54} = 18.26$$

Shear, max at support

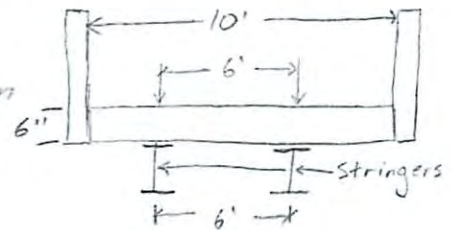
$$\text{Pedestrian: Inventory} \rightarrow \frac{2.8 - 0.3}{0.36} = 6.94 \quad \text{Operating} \rightarrow \frac{3.8 - 0.3}{0.36} = 9.72$$



Calculated By: D. Alexander
 Checked By: T. Cramer

Analysis of Truss Stringers with Concrete Deck

- Max loading possibility assumed concrete deck with 10' clear path
- Truck wheel line on stringers, DF = 1.0
- Stringers span 12'-7" Floorbeam to Floorbeam
- $F_y = 26 \text{ ksi}$ steel prior to 1905
 $26 \times 0.9 = 23.4 \text{ ksi}$



$$S_x = \frac{8.375 \times 21^2}{6} = \frac{8 \times 70^2}{6 \times 21} = 107.6 \text{ in}^3$$

$$\text{Moment Capacity} = 0.9 \times 23.4 \text{ ksi} \times 107.6 \text{ in}^3 / 12 = 188.84 \text{ k-ft}$$

$$\text{Shear Capacity} = 0.58 \times 21 \text{ in} \times 0.375 \text{ in} \times 23.4 \text{ ksi} = 106.89 \text{ k}$$

$$\text{Truck LL Moment} = 50.33 \text{ k-ft / Truck } / 2 = 25.17 \text{ k-ft / wheel line}$$

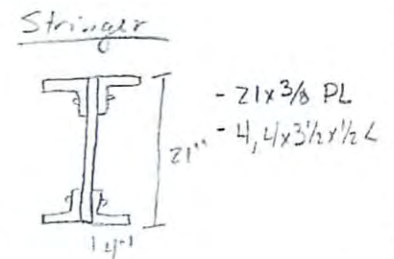
$$\text{Pedestrian Moment} = \frac{10' \times 90 \text{ lb/ft}^2 \times 12.583^2}{8} = 17812.34 = 17.81 \text{ k-ft}$$

$$17.81 / 2 = 8.91 \text{ k-ft / wheel line}$$

$$\text{Truck Shear} = 15.984 / 2 = 8 \text{ k / stringer}$$

$$\text{Pedestrian Shear} = \frac{10' \times 90 \text{ lb/ft}^2 \times 12.583}{2} = 5662 = 5.66 \text{ k}$$

$$5.66 / 2 = 2.83 \text{ k / stringer}$$



Factored Live Load

	Inv. M	Op. M	Inv. S	Op. S
Truck	54.54	32.72	17.33	10.4
Pedestrian	19.31	11.58	6.13	3.68

Deadload

$$\text{Deck} = 5' \times 0.5' \times 150 \text{ pcf} = 375 \text{ lb/ft}$$

$$\text{SIP form} = 5 \text{ lb/ft} \times 5' = 25 \text{ lb/ft}$$

$$\text{Rail} = 100 / 2 = 50 \text{ lb/ft}$$



Calculated By: D. Alexander

Checked By: T. Cramer

Analysis of Truss Stringers with Concrete Deck (continued)

Dead load

$$\text{Stringer} = \left(\frac{21'' \times .375''}{144}\right) \times 490 \text{pcf} + (11.9 \times 4) = 74.4 \times 1.05 = 78.1 \rightarrow \text{call } 80 \text{ lb/ft}$$

$$\text{Total Dead load} = 530 \text{ lb/ft}$$

$$\text{Moment} = \frac{530 \times 17.583^2}{8000} = 10.49 \quad 10.49 \times 1.3 = 13.64 \text{ kft}$$

$$\text{Shear} = \frac{530 \times 12.583'}{2000} = 3.33 \quad 3.33 \times 1.3 = 4.33 \text{ k}$$

Truck Moment

$$\text{Inventory} \rightarrow \frac{188.84 - 13.64}{54.54} = 3.21 \quad \text{Operating} \rightarrow \frac{188.84 - 13.64}{32.72} = 5.35$$

Pedestrian Moment

$$\text{Inventory} \rightarrow \frac{188.84 - 13.64}{19.31} = 9.07 \quad \text{Operating} \rightarrow \frac{188.84 - 13.64}{11.58} = 15.13$$

Truck Shear

$$\text{Inventory} \rightarrow \frac{106.88 - 4.33}{17.33} = 5.92 \quad \text{Operating} \rightarrow \frac{106.88 - 4.33}{10.4} = 9.86$$

Pedestrian Shear

$$\text{Inventory} \rightarrow \frac{106.88 - 4.33}{6.13} = 16.73 \quad \text{Operating} \rightarrow \frac{106.88 - 4.33}{3.68} = 27.87$$

Calculated By: D. Alexander
 Checked By: T. Cramer

Analysis of Truss Floorbeams with Concrete Deck

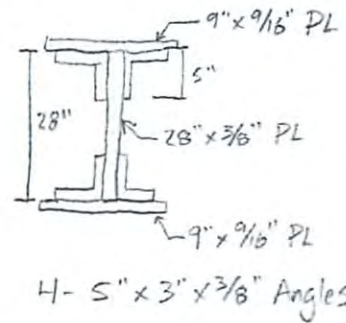
- Floor beam span of 17'-2" used, distance from Left to Right Truss.

Deadload

Stringer DL = $3.33 \times 2 = 6.66 \text{ k/stringer}$

FBeam DL = $\left(\frac{28" \times .375"}{144}\right) \times 490 \text{pcf} + \left(\frac{2 \times 9" \times 0.5625"}{144}\right) \times 490 \text{pcf}$
 $+ (4 \times 98 \text{ lb/ft}) = 109.38 \times 1.05 = 114.85 \text{ lb/ft}$
 $\rightarrow \text{call } 125 \text{ lb/ft}$

Floor beam



Deadload Moment = $\frac{125 \text{ lb/ft} \times 17.167^2}{8000} = 4.605 \text{ kft}$

$3.33 \times 5.583' \times 2 = 37.18 \text{ kft}$ Total = 41.785
 $41.785 \times 1.3 = 54.32$

Live Load Moment

Truck = $8 \text{ k/stringer} \rightarrow 8 \times 5.583' = 44.664 \text{ kft}$

Pedestrian = $2.83 \text{ k/stringer} \times 2 \times 5.583' = 31.6 \text{ kft}$

Factored Live Load

	Inv. M	Op. M	Inv. S	Op. S
Truck	96.77	58.06	17.33	10.4
Pedestrian	68.47	41.08	12.26	7.36

Deadload Shear = $\frac{125 \times 17.167'}{2000} + 6.66 = 7.73 \text{ k}$ $7.73 \times 1.3 = 10.05 \text{ k}$

$S_x = \frac{5 \times 28^2}{6} - \frac{4.675 \times 27.25^3}{6 \times 21} = 90.25 \text{ in}^3$

Moment Capacity = $0.9 \times 23.4 \times 90.25/12 = 158.39 \text{ kft}$

Shear Capacity = $0.58 \times 0.375 \times 18' \times 23.4 \text{ ksi} = 91.611 \text{ k}$



Calculated By: D. Alexander
Checked By: T. Cramer

Analysis of Truss Floor beams with Concrete Deck (continued)

Truck Moment

$$\text{Inventory} \rightarrow \frac{158.39 - 54.32}{96.77} = 1.08 \quad \text{Operating} \rightarrow \frac{158.39 - 54.32}{58.06} = 1.79$$

Pedestrian Moment

$$\text{Inventory} \rightarrow \frac{158.39 - 54.32}{68.47} = 1.52 \quad \text{Operating} \rightarrow \frac{158.39 - 54.32}{41.08} = 2.53$$

Truck Shear

$$\text{Inventory} \rightarrow \frac{91.611 - 10.05}{17.33} = 4.71 \quad \text{Operating} \rightarrow \frac{91.611 - 10.05}{10.4} = 7.84$$

Pedestrian Shear

$$\text{Inventory} \rightarrow \frac{91.611 - 10.05}{12.26} = 6.65 \quad \text{Operating} \rightarrow \frac{91.611 - 10.05}{7.36} = 11.08$$



Calculated By: D. Alexander
Checked By: T. Cramer

Truss Dead load calculations

Assumed mass member weight between Theisen + MVA measurements.

Upper Chords

$$\begin{aligned} (16 \cdot .3125) / 144 \cdot 490 \text{ pcf} &= 17.014 \text{ lb/ft} \\ 2 \cdot (12 \cdot .375) / 144 \cdot 490 \text{ pcf} &= 30.625 \text{ lb/ft} \\ 4 \cdot 5.9 &= 23.6 \text{ lb/ft} \\ \text{Total} &= 77.24 \text{ lb/ft} \cdot 1.15 = \underline{81.9 \text{ lb/ft}} \end{aligned}$$

Lower Chords

$$\begin{aligned} \text{L0-L2 + L6-L8} \\ 2 \cdot (2 \cdot .4375) / 144 \cdot 490 &= 35.73 \text{ lb/ft} \\ 2 \cdot 8.3 &= 16.6 \text{ lb/ft} \\ \text{Total} &= 52.33 \text{ lb/ft} \cdot 1.05 = 54.95 \text{ lb/ft} \\ \text{L2-L6} \\ &= 52.33 \text{ lb/ft} + 2.82 = 68.93 \text{ lb/ft} \cdot 1.05 = 72.38 \text{ lb/ft} \end{aligned}$$

M1L1 + M7L7

$$7.2 \cdot 2 \cdot 1.15 = 16.56 \text{ lb/ft}$$

Verticals

$$2 \cdot 13.6 \cdot 1.05 = 28.56 \text{ lb/ft}$$

Diagonals

$$\begin{aligned} \text{U2L0 + U6L8} \\ 2 \cdot 9.8 \cdot 1.15 &= 22.54 \text{ lb/ft} \end{aligned}$$

$$\begin{aligned} \text{U1L2, U1L3, U2L4 + opposite} \\ 2 \cdot 11.9 \cdot 1.05 &= 25 \text{ lb/ft} \end{aligned}$$

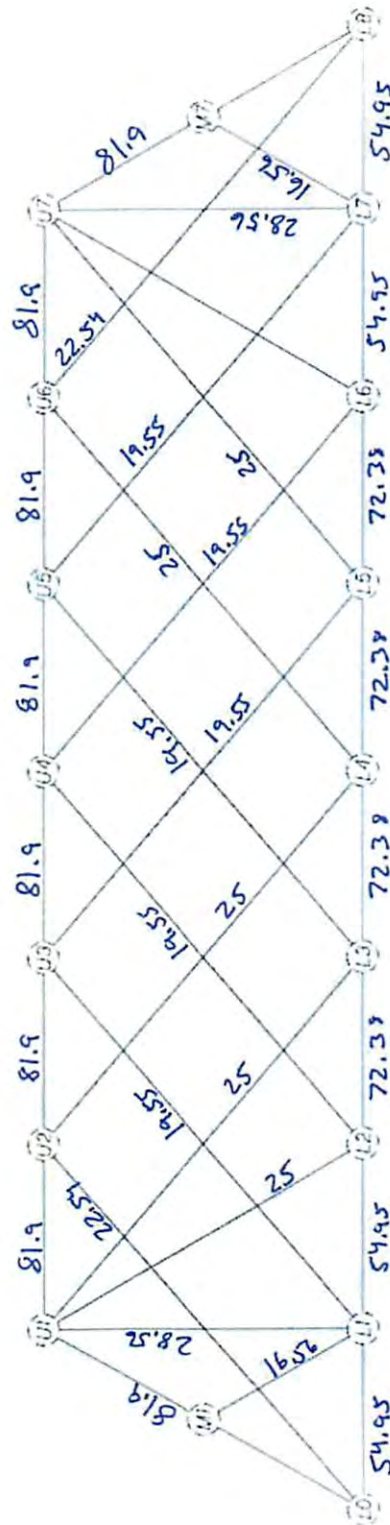
All others

$$2 \cdot 8.5 \cdot 1.15 = 19.55 \text{ lb/ft}$$

See diagram on next sheet for layout of above calcs.



Calculated By: D. Alexander
Checked By: T. Cramer



11/11/17 Calculated dead load per member



Calculated By: D. Alexander

Checked By: T. Cramer

Dead load to each truss joint. - Half of end member to joint.

L01

$$L0L1 = 54.95 \cdot 12.33 = 678 \text{ lbs}$$

$$L0U1 = 81.9 \cdot 26.625 = 2181 \text{ lbs}$$

$$L0L2 = 22.54 \cdot 34.32 = 774 \text{ lbs}$$

All weight (lb/ft)
x length (ft)

$$\text{Total} = 3.633 \text{ k} / 2 = 1.817 \text{ k}$$

L11

$$L0L1 = 678 \text{ lbs}$$

$$L1L2 = 54.95 \cdot 12.583 = 692 \text{ lbs}$$

$$U1L1 = 28.56 \cdot 23.583 = 674 \text{ lbs}$$

$$M1L1 = 16.56 \cdot 11.51 = 191 \text{ lbs}$$

$$U3L1 = 19.58 \cdot 34.5 = 675 \text{ lbs}$$

$$\text{Total} = 2.232 \text{ k} / 2 = 1.116 \text{ k}$$

L21

$$L1L2 = 692 \text{ lbs}$$

$$L2L3 = 72.38 \cdot 12.583 = 911 \text{ lbs}$$

$$U1L2 = 25 \cdot 26.75 = 669 \text{ lbs}$$

$$U4L2 = 17.55 \cdot 34.5 = 605 \text{ lbs}$$

$$\text{Total} = 2.977 \text{ k} / 2 = 1.479 \text{ k}$$

L31

$$L2L3 = 911 \text{ lbs}$$

$$L3L4 = 911 \text{ lbs}$$

$$U1L3 = 25 \cdot 34.5 = 863 \text{ lbs}$$

$$U5L3 = 19.55 \cdot 34.5 = 675 \text{ lbs}$$

$$\text{Total} = 3.36 \text{ k} / 2 = 1.68 \text{ k}$$

L41

$$L3L4 = 911 \text{ lbs}$$

$$L4L5 = 911 \text{ lbs}$$

$$U2L4 = 863 \text{ lbs}$$

$$U6L4 = 863 \text{ lbs}$$

$$\text{Total} = 3.548 \text{ k} / 2 = 1.774 \text{ k}$$



Calculated By: D. Alexander
 Checked By: T. Cramer

Dead Load to each truss joint (cont.) - Half of each member to joint.

U1

$L0U1 = 2181 \text{ lbs}$
 $U1U1 = 674 \text{ lbs}$
 $U1U2 = 669 \text{ lbs}$
 $U1U3 = 863 \text{ lbs}$
 $U1U2 = 81.9 \cdot 12.583 = 1031 \text{ lbs}$
 $M1U1 = 191 \text{ lbs}$
 Total = $5.609 \text{ k}/2 = 2.805 \text{ k}$

All weight (lb/L) \times length (ft).

U2

$U1U2 = 1031 \text{ lbs}$
 $U2U2 = 1031 \text{ lbs}$
 $L0U2 = 774 \text{ lbs}$
 $U2U4 = 863 \text{ lbs}$
 Total = $3.699 \text{ k}/2 = 1.85 \text{ k}$

U3

$U2U3 = 1031 \text{ lbs}$
 $U3U4 = 1031 \text{ lbs}$
 $U3L1 = 675 \text{ lbs}$
 $U3L5 = 675 \text{ lbs}$
 Total = $3.412 \text{ k}/2 = 1.706 \text{ k}$

U4

$U3U4 = 1031 \text{ lbs}$
 $U4U5 = 1031 \text{ lbs}$
 $U4L2 = 675 \text{ lbs}$
 $U4L6 = 675 \text{ lbs}$
 Total = $3.412 \text{ k}/2 = 1.706 \text{ k}$

See next page for diagram of all truss reactions @ joints.

Calculated By: D. Alexander
 Checked By: T. Cramer

Unfactored Loads
 to Truss

Dead load Reactions

Truss = 28.376 k

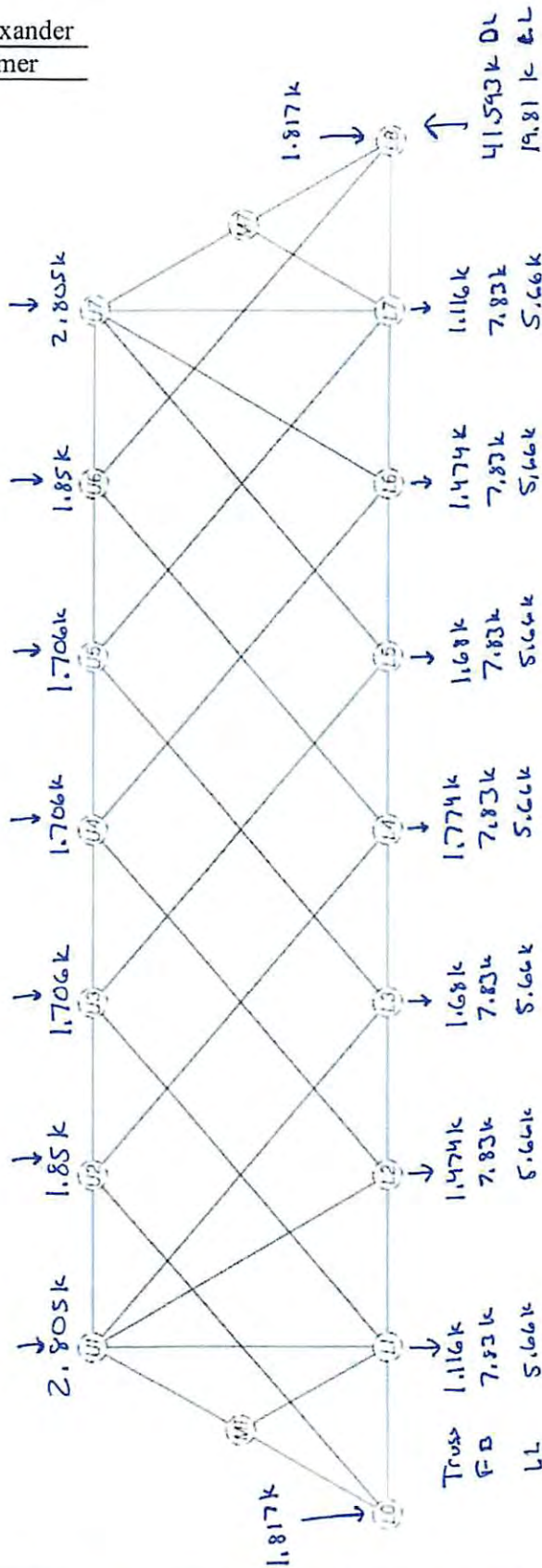
Floor beam = 54.81 k

$83.186 k / 2 = 41.593 k @ L0/L8$

Live load Reactions

$39.62 k / 2 = 19.81 k @ L0/L8$

See FA calcs
 for FD + LL Reactions



41.593k DL
 19.81k LL

Pedestrian + H10 trucks ran for assumed 10' width. — See Consys Run's.

Pedestrian controls "moment" + Reactions — use in design load check.

No live load to truss @ L0/L8 → Stringers sit on cap.

Note: To analyze the truss, truss broken up into simple truss configurations with loads redistributed to new FD locations. See following for information.





Calculated By: D. Alexander
 Checked By: T. Cramer

Truss member area calculations

Used smaller of
 Theisen & MWA
 measurements
 in calcs.

Lower Chords

L0-L2 + L6-L8
 3x3x3/8" angle - web plates

Gross = $2 \cdot 11 \cdot 2 + 12 \cdot 3.75 \cdot 2 = 17.22 \text{ in}^2$

Net: Assume 1" hole in each plate + 2-1/4" hole in each angle

$11 \cdot 3.75 \cdot 2 = 8.25$

Total = 10.97 in^2

$2 \cdot 11 - 2 \cdot 3.75 \cdot 2 = 2.72$

L2-L6

Add 2 angles to L0-L2

Gross = $2 \cdot 11 \cdot 4 + 12 \cdot 3.75 \cdot 2 = 17.44 \text{ in}^2$

Net = $8.25 + 5.44 = 13.69 \text{ in}^2$

Upper chord

Area = $16 \cdot 1.3125 = 5$ - top plate

$r = \sqrt{I/A}$

$12 \cdot 1.25 \cdot 2 = 6$ - web plate

$1 \cdot 19.4 = 4.76 - 2 \cdot 5.25 \cdot 3/8" \angle$ I = 377.7 in^2 - from spreadsheet

Total = 15.76 in^2

$r = \sqrt{\frac{377.7}{15.76}} = 4.626 \text{ in}$

Verticals

2 - $4" \times 3.5" \times 3/8"$ angles

Gross Area = $2 \cdot 67 \cdot 2 = 5.34 \text{ in}^2$

Net Area = $5.34 - 1 \cdot 3.75 \cdot 2 = 4.59 \text{ in}^2$

Diagonals

U6L8 + L0U2 -

2 - $4" \times 3.5" \times 3/8"$ angle

Gross = $2 \cdot 67 \cdot 2 = 5.34 \text{ in}^2$

Net = $5.34 - 1 \cdot 3.75 \cdot 2 = 4.59 \text{ in}^2$

U1L2, U7L6 - 2 - $5" \times 3.5" \times 3/8"$ angles

Gross = $3 \cdot 05 \cdot 2 = 6.1 \text{ in}^2$

Net = $6.1 - 2 \cdot 3.75 \cdot 1 = 5.35 \text{ in}^2$



Calculated By: D. Alexander
Checked By: T. Cramer

Truss Member Area Calculations Continued

U3L1, U5L7
2 - 4x3x $\frac{3}{8}$ " C's
Gross = 2.48.2 = 4.96 in²

Net = 4.96 - 2.775.1 = 4.21 in²

r = 1.26.2 = 2.52 in

U4L2 + U4L4
2 - 3x3x $\frac{3}{8}$ " Angles

Gross = 2.11.2 = 4.22 in²

Net = 4.22 - 1.575.2 = 3.47 in²

r = 1.91.2 = 1.82 in

U1L3 + U7L5
2 - 4"x3.5"x $\frac{3}{8}$ " Angles

Gross = 2.67.2 = 5.34 in²

Net = 5.34 - 2.1.375 = 4.59 in²

U2L4 + U6L4
2 - 3x3.5x $\frac{3}{8}$ " Angles

Gross = 2.3.2 = 4.6 in²

Net = 4.6 - 2.775.1 = 3.85 in²

U3L5, U5L3
2 - 3x2.5x $\frac{3}{8}$ " Angles

Gross = 1.92.2 = 3.84 in²

Net = 3.84 - 2.1.375 = 3.09 in²

Bentley Tel:(800) 778-4277 Fax:(813) 980-3642 Net: www.bentley.com

Project Data

File: NCRR Truss
Project: NCRailroad
Analysis Method: AASHTO LRFD Specification
User Job Number:
State: NE
State Job Number:
Date: 7/23/14
By: DBA TDC
Comments:
Dan Geary Bridge, Norfolk, NE. Truss

Comparison of H10 vs. ped load to Truss

Table with 2 columns: Moment, Reactions. Rows: Truck (472, 19.64), Ped (1125, 45)

Based on this -> the pedestrian load would control the truss.

Truck load moving over FO's gives higher reaction than ped load but does not control truss because total loading is smaller

Bentley Tel:(800) 778-4277 Fax:(813) 980-3642 Net: www.bentley.com

Structure Data

Number of Spans: 1

Left Support: Roller Right Support: Roller

Span	Hinges (ft)
1	1.000

Span	Check Points (ft)							
1	0.000	10.000	20.000	30.000	40.000	50.000	60.000	
	70.000	80.000	90.000	100.000				

Span	Length (ft)	Seg	Location (ft)	Length (ft)	Elasticity (ksi)	Inertia (in4)
1	100.000	1	0.000	100.000	4290.0	4896.0
			100.000			

US Units

LRFD Specifications

C17

Bentley Tel:(800) 778-4277 Fax:(813) 980-3642 Net: www.bentley.com

CURRENT LOADS

1.000*(Truck) H10

1.000*1.000*(Static) Pedestrian Load - 90 psf

LRFD Mode Options

Truck Factors

Moment 1.000

Shear 1.000

Deflection 1.000

Lane Factors

Moment 1.000

Shear 1.000

Deflection 1.000

Assumed Points of Dead Load Contraflexure (x/L): 0.20

US Units

LRFD Specifications

418

Bentley Tel:(800) 778-4277 Fax:(813) 980-3642 Net: www.bentley.com

Load Details

Truck Load Details

Name: H10

Factor: 1.00

Axles

#	Mag, K	Min, ft	Max, ft
1	4.000		
2	16.000	14.000	14.000

Static Load Details

Name: Pedestrian Load - 90 psf

Load Factor for this case: 1.00

Mag Units

UDL: klf

Trap: klf

Force: K

Moment: kft

#	Type	Span	Mag 1	x1/length	Mag 2	x2/length
1	UDL	All	0.9	0.000	N/A	1.000

US Units

LRFD Specifications

C19

Bentley Tel:(800) 778-4277 Fax:(613) 980-3642 Net: www.bentley.com

ID: H10
Type: Truck

Factors:
Moment: 1.000
Shear: 1.000
Deflection: 1.000



Span	Location (ft)	MOMENT (kft)		Corresponding Shear (K)		SHEAR (K)		Corresponding Moment (kft)		DEFLECT (min)
		(max)	(min)	Shear (+)	Shear (-)	(max)	(min)	Moment (+)	Moment (-)	(in)
1	0.000	0.000	0.000	19.420	0.000	19.420	0.000	0.000	0.000	0.00
		0.000	0.000	19.420	0.000	0.000	0.000	0.000	0.000	0.00
	10.000	174.400	0.000	17.440	0.000	17.440	-1.600	174.400	0.000	10.26
		0.000	0.000	0.000	0.000	-1.600	144.000	0.000	0.000	0.00
	20.000	308.800	0.000	15.440	-0.560	15.440	-3.440	308.800	0.000	19.58
		0.000	0.000	0.000	0.000	-3.440	275.200	0.000	0.000	0.00
	30.000	403.200	0.000	13.440	-2.560	13.440	-5.440	403.200	0.000	27.06
		0.000	0.000	0.000	0.000	-5.440	380.800	0.000	0.000	0.00
	40.000	457.600	0.000	11.440	-4.560	11.440	-7.440	457.600	0.000	31.99
		0.000	0.000	0.000	0.000	-7.440	446.400	0.000	0.000	0.00
	50.000	472.000	0.000	9.440	-9.440	9.440	-9.440	472.000	0.000	33.64
		0.000	0.000	0.000	0.000	-9.440	472.000	0.000	0.000	0.00
	60.000	457.600	0.000	4.560	-11.440	7.440	-11.440	446.400	0.000	31.99
		0.000	0.000	0.000	0.000	-11.440	457.600	0.000	0.000	0.00
	70.000	403.200	0.000	2.560	-13.440	5.440	-13.440	380.800	0.000	27.06
		0.000	0.000	0.000	0.000	-13.440	403.200	0.000	0.000	0.00
	80.000	308.800	0.000	0.560	-15.440	3.440	-15.440	275.200	0.000	19.58
		0.000	0.000	0.000	0.000	-15.440	308.800	0.000	0.000	0.00
	90.000	174.400	0.000	0.000	-17.440	1.600	-17.440	144.000	0.000	10.26
		0.000	0.000	0.000	0.000	-17.440	174.400	0.000	0.000	0.00
100.000	0.000	0.000	0.000	-19.420	0.000	0.000	0.000	0.000	0.00	
	0.000	0.000	0.000	0.000	-19.420	0.000	0.000	0.000	0.00	

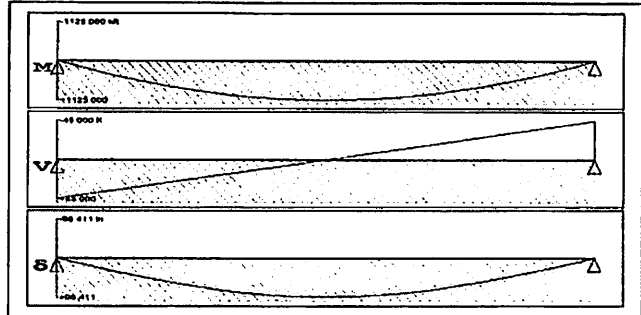
Support	Reaction	
	Positive	Negative
1	0.000	-19.440
2	0.000	-19.440

Moment causing bottom tension and Shear causing left-up/right-down are positive. Deflection down is positive. Reaction down is positive.

Bentley Tel:(800) 778-4277 Fax:(813) 980-3642 Net: www.bentley.com

ID: Pedestrian Load - 90 psf
Type: Static

Factor: 1.000

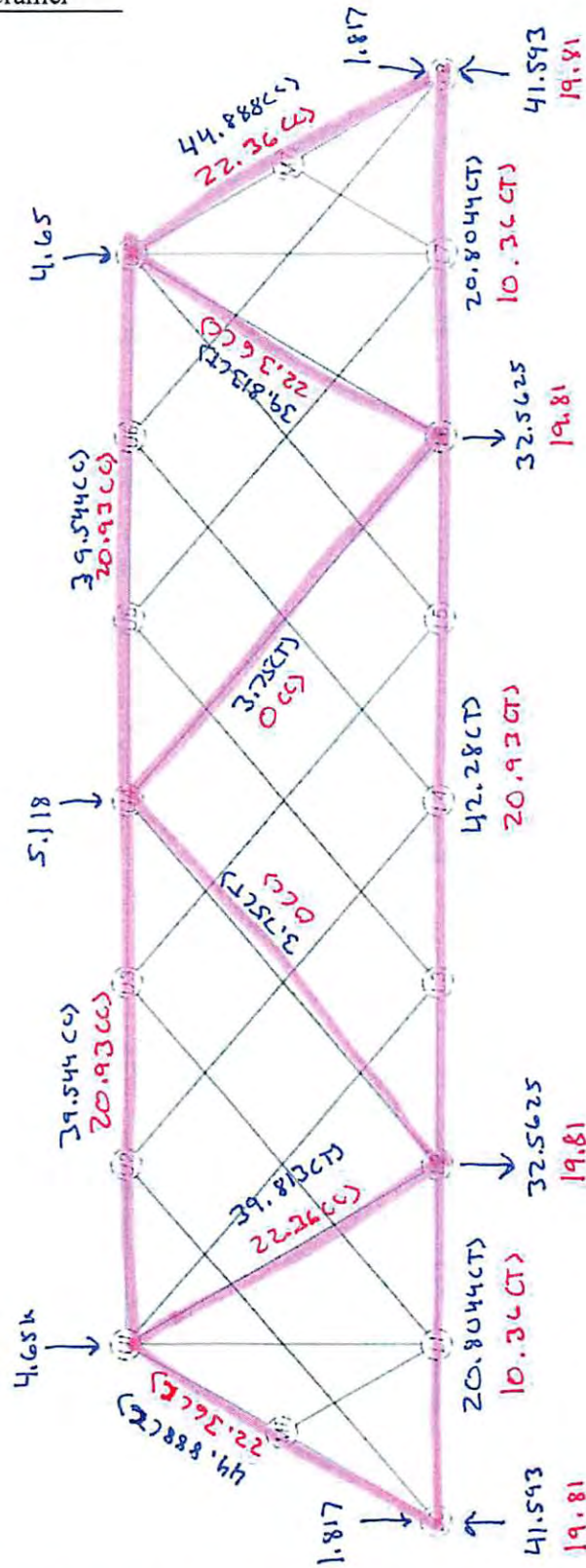


Span	Location (ft)	Moment (kft)	Shear (K)	Deflect (in)	Reaction (K)
1	0.000	+0.000/ -0.000	+0.000/ +45.000	+0.00	-45.000
	10.000	+405.000	+36.000	+30.27	
	20.000	+720.000	+27.000	+57.26	
	30.000	+945.000	+18.000	+78.39	
	40.000	+1080.000	+9.000	+91.81	
	50.000	+1125.000	+0.000/ +0.000	+96.41	
	60.000	+1080.000	-9.000	+91.81	
	70.000	+945.000	-18.000	+78.39	
	80.000	+720.000	-27.000	+57.26	
	90.000	+405.000	-36.000	+30.27	
	100.000	+0.000/ +0.000	-45.000/ +0.000	+0.00	

Moment causing bottom tension and Shear causing left-up/right-down are positive. Deflection down is positive. Reaction down is positive.



Calculated By: D. Alexander
 Checked By: T. Cramer



Truss Configuration No.1 All loads Unfactored
 † in kips

Blue is Dead Load

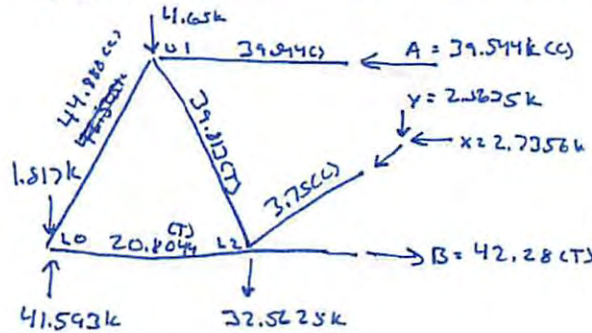
Red is Live Load

See the next pages for member load calculations
 † the table for Load Rating.



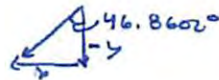
Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 1 Dead Load Calculations



$$\sum F_y = 0 = 41.593 - 1.817k - 32.5625 - 4.65 - y = 0$$

$$y = 2.5635k$$



$$\tan 46.8602 = \frac{y}{x} = 2.7356$$

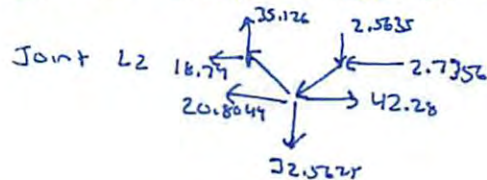
$$\sqrt{2.7356^2 + 2.5635^2} = 3.75k \text{ (C)}$$

$$\sum M_{L2} = 0$$

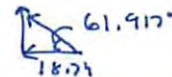
$$= 41.593 \cdot 24.9166 - 1.817 \cdot 24.9166 - 4.65 \cdot 12.583 - A \cdot 22.5833 = 0$$

$$A = 39.544k$$

$$\sum F_x = 0 = 39.544 + 2.7356 = B = 42.28k \text{ (T)}$$



$$\sum F_y = 32.5625 + 2.5635 = 35.126k$$

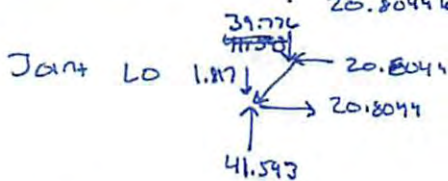


$$\frac{35.126}{\tan 61.917} = 18.74k$$

$$\sum F_x = 42.28 - 2.7356 - 18.74$$

$$= 20.8044k$$

$$\sqrt{18.74^2 + 35.126^2} = 39.813k$$

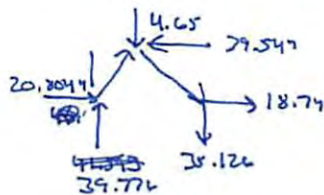


$$\sqrt{41.593^2 + 20.8044^2} = 46.585k$$

$$41.593 - 1.817 = 39.776$$

$$\sqrt{39.776^2 + 20.8044^2} = 44.888k \text{ (C)}$$

Check in @ U1



$$\sum F_x = 20.8044 + 18.74 - 39.544 = 0 \checkmark$$

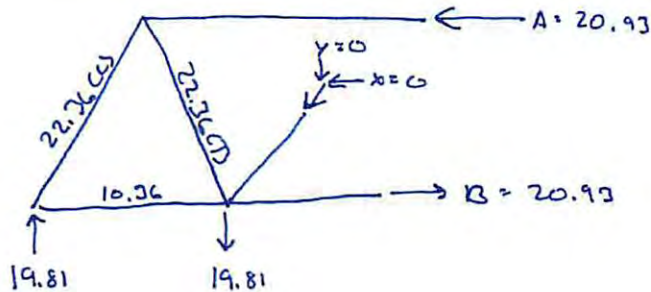
$$\sum F_y = 39.776 - 35.126 - 4.65 = 0 \checkmark$$

Truss symmetrical - All other values same as these



Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 1 Live Load Calculations

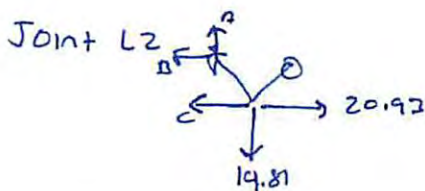


$$\sum F_y = 0 = 0 \quad y=0 \rightarrow x=0$$

$$\sum M_{L2} = 0 = 19.81 \cdot 24.916 - A \cdot 27.587$$

$A = 20.93$

$$\sum F_x = B - 20.93 = 0 \quad B = 20.93$$



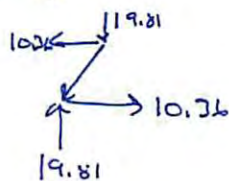
$$A = 19.81$$

$$B = \frac{19.81}{\tan(41.917)} = 10.57$$

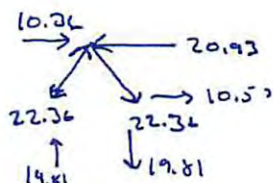
$$C = 20.93 - 10.57 = 10.36$$

$$\sqrt{19.81^2 + 10.57^2} = 22.36$$

Joint L0



Joint U1 check



$$\sum F_y = 0 \quad \checkmark$$

$$\sum F_x = 10.36 + 10.57 - 20.93 = 0 \quad \checkmark$$



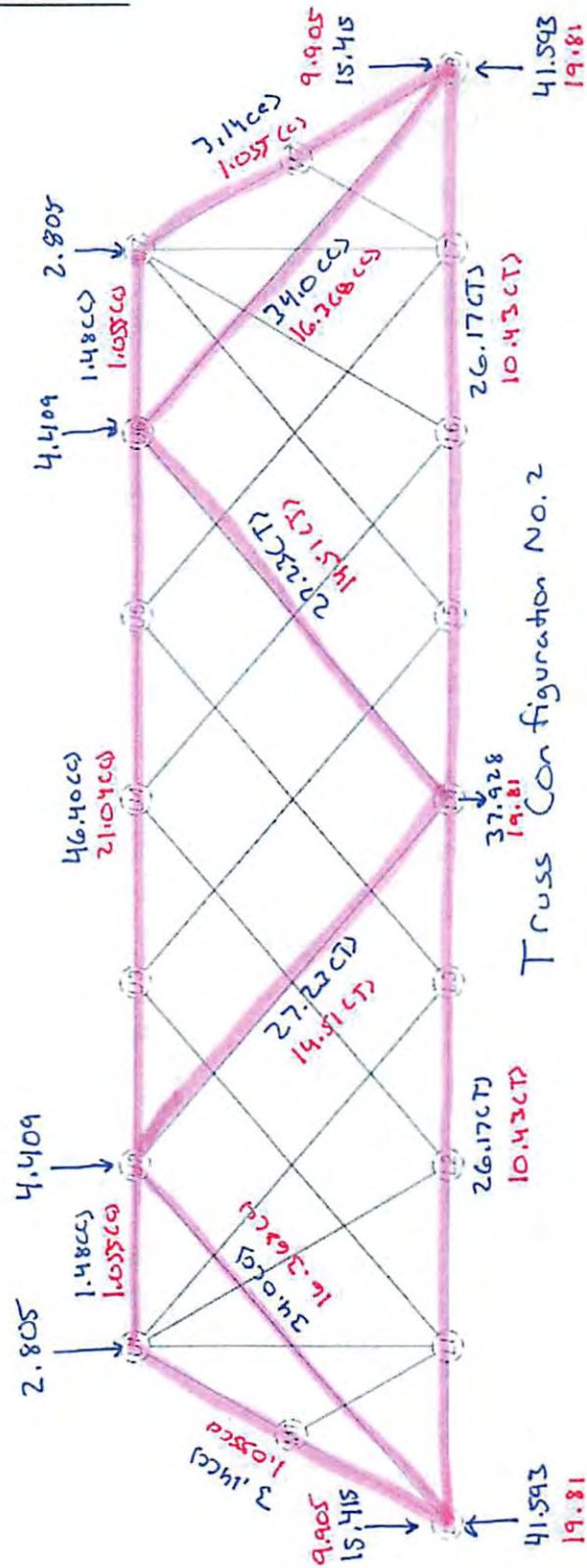
Calculated By: D. Alexander
 Checked By: T. Cramer

NEBRASKA CENTRAL RAILROAD NORFOLK PEDESTRIAN BRIDGE PROJECT - TRUSS ANALYSIS, CONFIGURATION NO. 1

Member	Area (Ag) in ²	Area (An) in ²	Section Loss, %	Compression Member Breed Length (f.)	r	k	$\kappa(L/r)$	λ (6.9.4.1)	Normal Strength Compression Members Pn (kips)	Factored Strength Compression Members Pr (kips)	Pr Yield (kips)	Pr fracture (kips)	Deadload Tension (kips)	Deadload Compression (kips)	Pedestrian Leveload Tension (kips)	Pedestrian Leveload Compression (kips)	Inventory	Operating
U0L1	13.22	10.97	25%								226.410	308.038	21.329		1C.36		7.602	12.670
L1L2	13.22	10.97									293.881	410.717	21.329		1C.36		10.548	17.580
L2L3	17.44	13.69									387.691	512.554	49.772		2C.93		6.269	10.448
L3L4	17.44	13.69									387.691	512.554	49.772		2C.93		6.269	10.448
L4L5	17.44	13.69									387.691	512.554	49.772		2C.93		6.269	10.448
L5L6	17.44	13.69	25%								296.768	384.415	49.772		2C.93		4.345	7.442
L6L7	13.22	10.97									293.881	410.717	21.329		1C.36		10.548	17.580
L7L8	13.22	10.97	10%								264.493	369.645	21.329		1C.36		9.370	15.016
U1L0	15.76			13.31	4.626	3.750	25.803	0.255	360.479	324.431				44.898		22.36	4.822	8.017
U1U2	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U2U3	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U3U4	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U4U5	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U5U6	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U6U7	15.76			12.583	4.626	3.750	24.479	0.049	361.353	325.218				39.544		20.93	5.321	8.868
U7L8	15.76			13.31	4.626	3.750	25.893	0.255	360.479	324.431				44.898		22.36	4.822	8.037
U1L2	6.1	5.35									135.603	200.304	44.98		22.36		1.312	2.187
U4L2	4.22			8.625	1.920	3.750	42.651	0.149	97.810	83.547				3.75		0.5	64.909	108.181
U4L6	4.22			8.625	1.920	3.750	42.651	0.149	97.810	83.547				3.75		0.5	64.909	108.181
U7L6	6.1	5.35									135.603	200.304	44.98		22.36		1.312	2.187



Calculated By: D. Alexander
 Checked By: T. Cramer



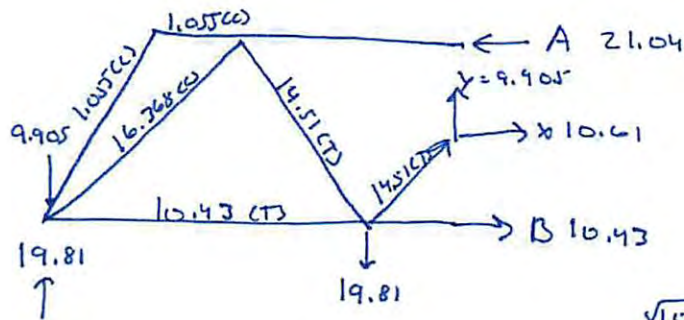
All loads unfactored + in kips

See the next page for member load calculations
 + the table for load rating.



Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 2 Live Load Calculations



$$\sqrt{10.61^2 + 9.905^2} = 14.51$$

$$9.905 / \tan 42.1398 = 10.61$$

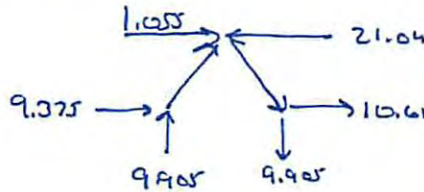
$$\sum F_y = 0 = 19.81 - 19.81 - 9.905 + y = 0 \quad y = 9.905$$

$$\sum M_{L4} = 19.81 \cdot 50.087 - 9.905 \cdot 50.087 - A \cdot 23.587$$

$$A = 21.04$$

$$\sum F_x = 21.04 - 10.61 = 10.43 = B$$

Joint U2

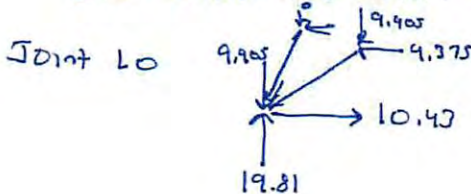


$$\sum F_y = 9.905 = y$$

$$9.905 / \tan 46.5747 = 9.375$$

$$\sqrt{9.375^2 + 9.905^2} = 13.638 \text{ (k)}$$

$$\sum F_x = 21.04 - 9.375 - 10.61 = 1.055$$



$$\sum F_y = 0$$

$$\sum F_x = 10.43 - 9.375 = 1.055$$

Note:

Forces slightly off (± 1 k) due to inclusion of butter chord in calcs.
 Removing butter chord shifts ± 1 k.

$$\sum F_x + \sum F_y @ U1 = 0 \quad -OK$$



Calculated By: D. Alexander
 Checked By: T. Cramer

NEBRASKA CENTRAL RAILROAD NORFOLK PEDESTRIAN BRIDGE PROJECT - TRUSS ANALYSIS, CONFIGURATION NO. 2

Member	Area (Ag) in ²	Area (An) in ²	Section loss, %	Compression Member Braced Length (l)	r	k	KL/r	λ (6.3.4.1)	Normal Strength Compression Members Pn (kips)	Factored Strength Compression Members Pr (kips)	Pr Yield (kips)	Pr Fracture (kips)	Deadload Tension (kips)	Deadload Compression (kips)	Pedestrian LiveLoad Tension (kips)	Pedestrian LiveLoad Compression (kips)	Inventory	Operating
L011	13.22	10.97	25%								220.410	308.038	26.17		10.43		7.273	12.121
L112	13.22	10.97									293.881	410.717	26.17		10.43		10.189	16.988
L213	17.44	13.69									387.691	512.554	26.17		10.43		13.935	23.225
L314	17.44	13.69									387.691	512.554	26.17		10.43		13.935	23.225
L415	17.44	13.69									387.691	512.554	26.17		10.43		13.935	23.225
L516	17.44	13.69	25%								290.768	394.415	26.17		10.43		10.075	16.791
L617	13.22	10.97									293.881	410.717	26.17		10.43		10.189	16.988
L718	13.22	10.97	10%								764.493	369.845	26.17		10.43		9.028	15.047
U110	15.76			13.31	4.626	0.750	25.893	0.055	360.479	324.431				3.14		1.055	125.952	209.921
U102	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				1.48		1.055	127.206	212.010
U203	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				46.4		21.34	5.097	8.496
U304	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				46.4		21.34	5.097	8.496
U405	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				46.4		21.34	5.097	8.496
U506	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				46.4		21.34	5.097	8.496
U607	15.76			12.583	4.626	0.750	24.479	0.049	361.353	325.218				1.48		1.055	127.206	212.010
U718	15.76			13.31	4.626	0.750	25.893	0.055	360.479	324.431				3.14		1.055	125.952	209.921
U210	5.34			11.36	2.500	0.750	40.896	0.137	118.054	106.249				34		16.368	1.450	2.417
U214	4.6	3.85									102.258	144.144	27.23		14.51		1.801	3.002
U614	4.6	3.85									102.258	144.144	27.23		14.51		1.801	3.002
U618	5.34			11.36	2.500	0.750	40.896	0.137	118.054	106.249				34		16.368	1.450	2.417

Calculated By: D. Alexander
 Checked By: T. Cranmer

Reactions

Dead Load:

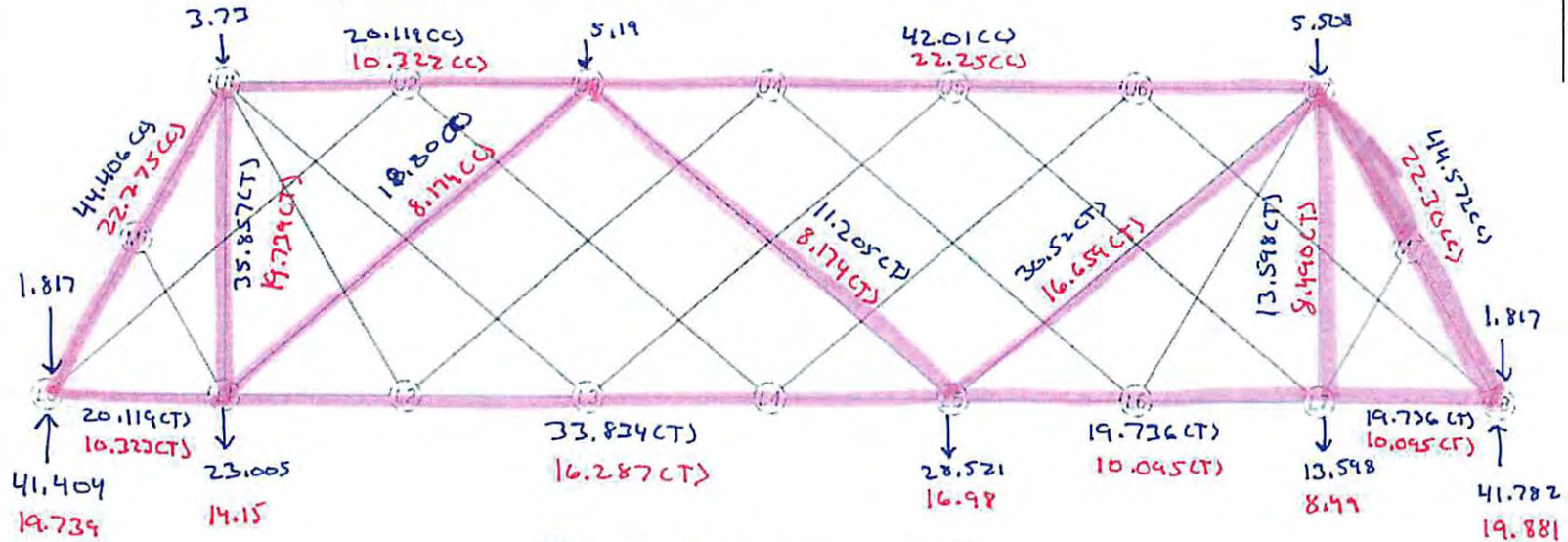
$$\text{Left} = 1.817 + 26.735 \cdot \frac{87.333}{100.1667} + 5.19 \cdot \frac{62.666}{100.1667} + 28.521 \cdot \frac{37.5}{100.1667} + 19.106 \cdot \frac{12.83}{100.1667}$$

$$= 41.404 \quad \text{Right} = 82.186 - 41.404 = 41.782$$

Live Load =

$$\text{Left} = 14.15 \cdot \frac{87.333}{100.1667} + 16.93 \cdot \frac{37.5}{100.1667} + 8.49 \cdot \frac{12.83}{100.1667} = 19.739$$

$$\text{Right} = 39.62 - 19.739 = 19.881$$



Truss Configuration No. 3

Blue is Dead Load

Red is Live Load

All loads are unfactored + in kips

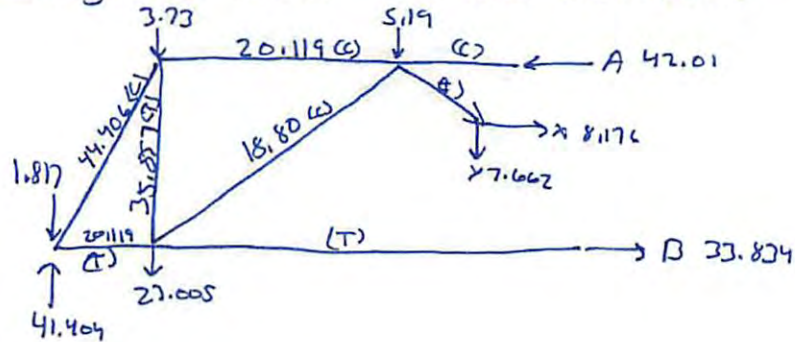
See the next page for member load calculations
 + the table for load rating





Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 3 Dead Load Calculations



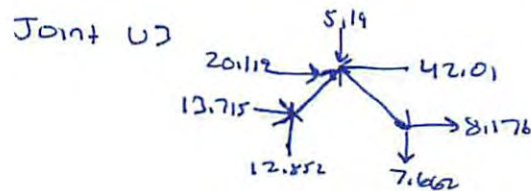
$$\sum F_y = 41.404 - 1.817 - 23.005 - 3.73 - 5.19 - y = 0 \quad y = 7.662$$

$$7.662 \tan 46.8602 = x = 8.176$$

$$\sum M_{L3} = 41.404 \cdot 37.5 - 1.817 \cdot 37.5 - 23.005 \cdot 25.167 - 3.73 \cdot 25.167 - 0 \cdot 23.883$$

$$B = 33.834$$

$$\sum F_x = 33.834 + 8.176 - A = 0 \quad A = 42.01$$



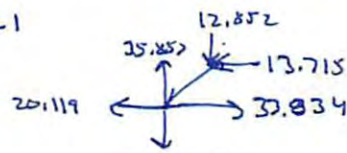
$$\sum F_y = 5.19 + 7.662 = 12.852$$

$$12.852 \tan 46.8602 = 13.715$$

$$\sqrt{13.715^2 + 12.852^2} = 18.80$$

$$\sum F_x = 42.01 - 8.176 - 13.715 - x = 0 \quad x = 20.119$$

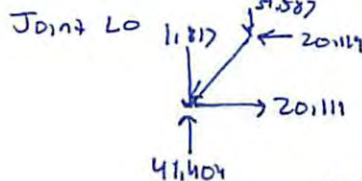
Joint L1



$$\sum F_y = y - 12.852 - 23.005 = 39.587$$

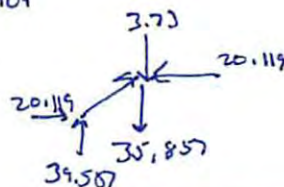
$$\sum F_x = 33.834 - 13.715 = 20.119$$

Joint L0



$$\sqrt{39.587^2 + 20.119^2} = 44.406$$

U1 Check



$$\sum F_x = 0$$

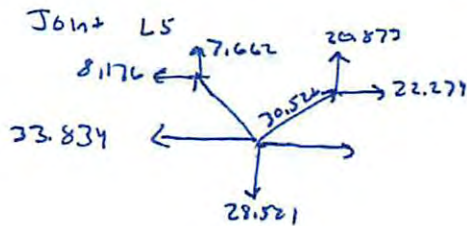
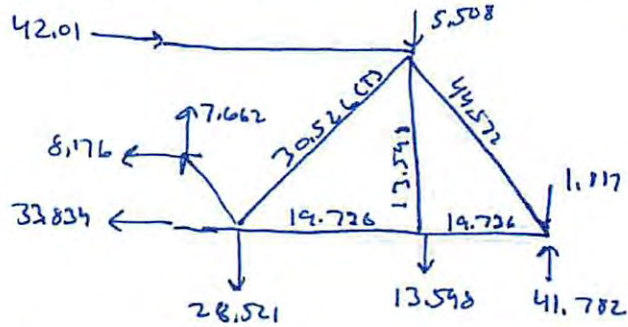
OK

$$\sum F_y = 39.587 + 3.73 = 43.317 = 0$$



Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 3 Dead Load Calculations Cont.

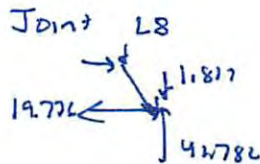


$$\sum F_y = 28.521 - 7.662 + y = 0 \Rightarrow y = 20.873$$

$$20.873 / \tan 43.1398 = 22.274$$

$$\sqrt{22.274^2 + 20.873^2} = 30.526 \text{ (CT)}$$

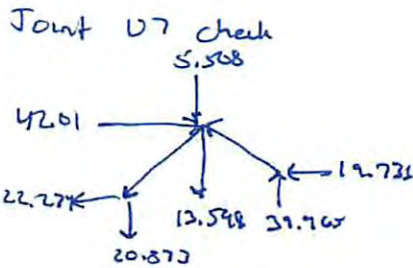
$$\sum F_x = 22.274 + x - 33.834 - 8.176 = 0 \Rightarrow x = 19.736 \text{ (CT)}$$



$$y = 39.965$$

$$x = 19.736$$

$$\sqrt{39.965^2 + 19.736^2} = 44.572 \text{ (CT)}$$



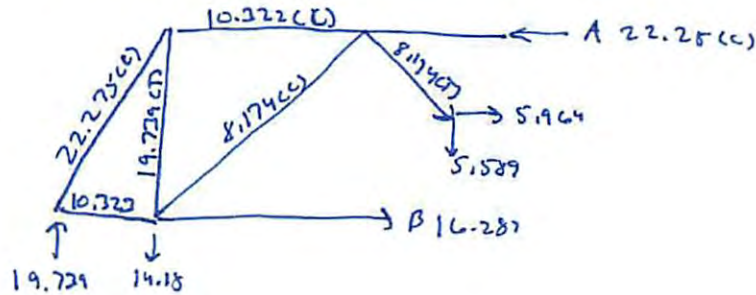
$$\sum F_x = 42.01 - 19.736 - 22.274 = 0 \quad \text{ok}$$

$$\sum F_y = 39.965 - 5.508 - 13.598 - 20.873 = 0$$



Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 3 Live Load Calculations



$$\sum F_y = 19.739 - 14.15 = 5.589$$

$$\sqrt{5.964^2 + 5.589^2} = 8.174 (C)$$

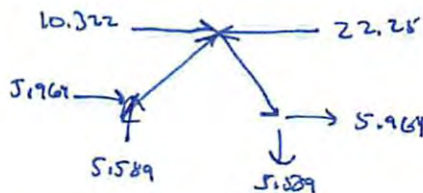
$$5.589 \tan 46.8602 = 5.964$$

$$\sum M_{U3} = 19.739 \cdot 37.5 - 14.15 \cdot 25.167 - B \cdot 23.587$$

$$B = 16.287 (C)$$

$$\sum F_x = 16.287 + 5.964 = 22.25 (C)$$

Joint U3



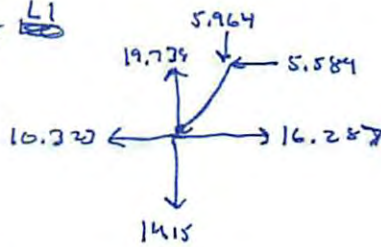
$$\sum F_y = 5.589$$

$$\sum F_x = 22.25 - 5.964 = 16.287$$

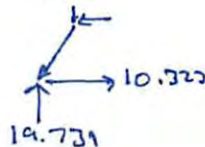
$$\sum F_x = 22.25 - 5.964 = 16.287$$

$$\sum F_y = 14.15 + 5.589 = 19.739$$

Joint L1



Joint L0



$$\sqrt{10.322^2 + 14.15^2} = 17.639 (C)$$

Joint U1 check

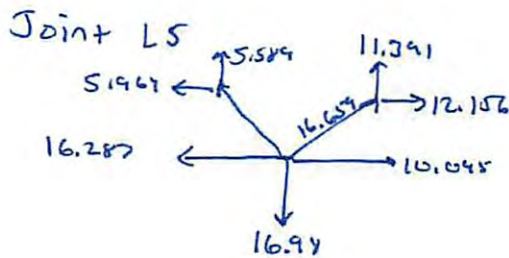
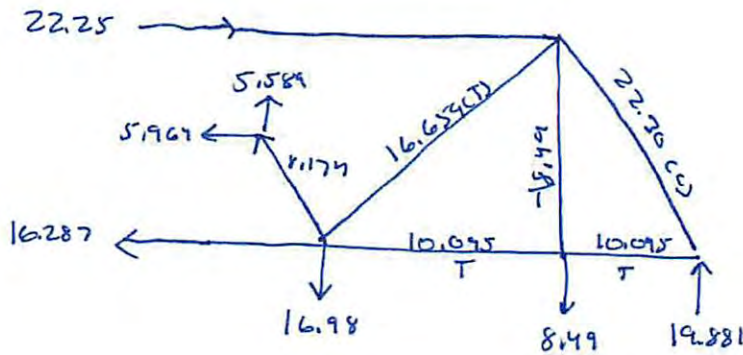


OK



Calculated By: D. Alexander
 Checked By: T. Cramer

Configuration No. 3 Live Load Calculations Continued



$$\sum F_y = 16.98 - 5.589 = 11.391$$

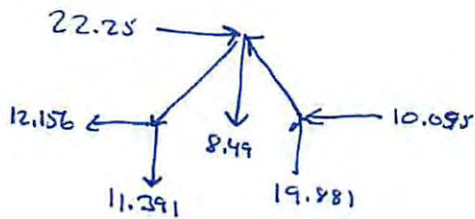
$$11.391 / \tan 43.139^\circ = 12.156$$

$$\sqrt{12.156^2 + 11.391^2} = 16.659$$

$$\sum F_x = 12.156 - 16.287 - 5.967 = 10.095$$

$$R_{utter} = \sqrt{10.095^2 + 19.881^2} = 22.25$$

Joint U7 check



$$\sum F_x = 22.25 - 12.156 - 10.095 = 0$$

$$\sum F_y = 19.881 - 8.49 - 11.391 = 0$$

OK



Calculated By: D. Alexander
 Checked By: T. Cramer

NEBRASKA CENTRAL RAILROAD NORFOLK PEDESTRIAN BRIDGE PROJECT - TRUSS ANALYSIS, CONFIGURATION NO. 3

Member	Area (Ag) in ²	Area (An) in ²	Section Loss, %	Compression Member Braced Length (ft)	r	K	Kl/r	λ (6.9.4.1)	Normal Strength Compression Members Pn (kips)	Factored Strength Compression Members Pr (kips)	Pr Yield (kips)	Pr Fracture (kips)	Deadload Tension (kips)	Deadbed Compression (kips)	Pedestrian Liveload Tension (kips)	Pedestrian Liveload Compression (kips)	Inventory	Operatings
U0L1	13.22	10.57	25%								220.410	308.038	20.119		10.323		7.70C	12.833
L1L2	13.22	10.57									293.881	410.717	33.834		16.287		6.24S	10.415
L2L3	17.44	13.69									387.591	512.554	33.834		16.287		8.64I	14.402
L3L4	17.44	13.69									387.591	512.554	33.834		16.287		8.64I	14.402
L4L5	17.44	13.69									387.591	512.554	33.834		16.287		8.64I	14.402
L5L6	17.44	13.69	25%								290.768	394.415	19.736		10.395		10.79I	17.586
L6L7	13.22	10.57									293.881	410.717	19.736		10.395		10.919	18.199
L7L8	13.22	10.57	10%								264.493	368.645	19.736		10.395		9.71C	16.184
U1U10	15.76			13.31	4.626	0.750	75.893	0.045	360.479	324.431				44.406			72.77%	8.090
U1U2	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				20.119			1C.323	11.917
U2U3	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				20.119			1C.323	11.917
U3U4	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				42.01			22.25	4.93S
U4U5	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				42.01			22.25	4.93S
U5U6	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				42.01			22.25	4.93S
U6U7	15.76			12.583	4.626	0.750	24.475	0.049	361.353	325.218				42.01			22.25	4.93S
U7U8	15.76			13.31	4.626	0.750	25.893	0.055	360.479	324.431				44.572			22.3	4.844
U1L1	5.36	4.59	15%								101.280	146.072	35.857		19.739		1.04I	1.736
L8L1	4.96	4.21		11.49	1.746	0.750	59.277	0.287	103.726	92.773				18.8			8.17C	3.430
U3L5	3.84	3.09	15%								72.559	98.356	11.205		8.174		2.86S	4.775
U7L5	5.34	4.59									118.708	171.850	30.52		16.559		1.86I	3.101
U7L7	5.36	4.59	5%								113.195	163.257	13.596		8.49		4.577	7.629

Appendix D
Inspection Photos



1-NCRR Ped Bridge_Y14_U1 North



2-NCRR Ped Bridge_Y14_U1 North



3-NCRR Ped Bridge_Y14_U2U3 North



4-NCRR Ped Bridge_Y14_U2 North



5-NCRR Ped Bridge_Y14_U2 North



6-NCRR Ped Bridge_Y14_U3 North



7-NCRR Ped Bridge_Y14_U2U3 North Splice



8-NCRR Ped Bridge_Y14_U2U3 North Splice



9-NCRR Ped Bridge_Y14_U4 North



10-NCRR Ped Bridge_Y14_U4 North Rivet,
typ. impact



11-NCRR Ped Bridge_Y14_UU4U5 North Ripples



12-NCRR Ped Bridge_Y14_U3U4 North Ripples



13-NCRR Ped Bridge_Y14_U5 North



14-NCRR Ped Bridge_Y14_U5U6 North Splice



15-NCRR Ped Bridge_Y14_U5U6 North Splice



16-NCRR Ped Bridge_Y14_U6 North



17-NCRR Ped Bridge_Y14_U7 North



18-NCRR Ped Bridge_Y14_U7L8 North New
cover plate bolts



19-NCRR Ped Bridge_Y14_U7 South



20-NCRR Ped Bridge_Y14_U6 South



21-NCRR Ped Bridge_Y14_U5U6 South Splice



22-NCRR Ped Bridge_Y14_U5 South



23-NCRR Ped Bridge_Y14_U6U6 South Splice



24-NCRR Ped Bridge_Y14_U4U5 South



25-NCRR Ped Bridge_Y14_U4 South



26-NCRR Ped Bridge_Y14_U2U3 South Splice



27-NCRR Ped Bridge_Y14_U3 South



28-NCRR Ped Bridge_Y14_U2U3 South



29-NCRR Ped Bridge_Y14_U3U4 South



30-NCRR Ped Bridge_Y14_U2 South



31-NCRR Ped Bridge_Y14_U1 South



32-NCRR Ped Bridge_Y14_U1 South



33-NCRR Ped Bridge_Y14_U1 South



34-NCRR Ped Bridge_Y14_U1U2 South



35-NCRR Ped Bridge_Y14_Southwest Portal bracing bent connection



36-NCRR Ped Bridge_Y14_West portal bracing



37-NCRR Ped Bridge_Y14_L0 North Interior Side



38-NCRR Ped Bridge_Y14_L0 North Inside



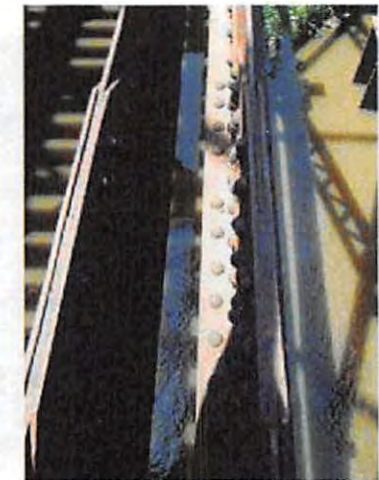
39-NCRR Ped Bridge_Y14_L1 North west...



40-NCRR Ped Bridge_Y14_L2 North west exterior diagonal pack rust



41-NCRR Ped Bridge_Y14_L2L3 North Splice



42-NCRR Ped Bridge_Y14_L2L3 North Splice pack rust



43-NCRR Ped Bridge_Y14_Typ. lower chord pitting at connections



44-NCRR Ped Bridge_Y14_Bay 4 Stringer 1 Newer clip angle



45-NCRR Ped Bridge_Y14_U2L4 North interior bent at U5L3 North connection



46-NCRR Ped Bridge_Y14_Typ. stringer connection rust



47-NCRR Ped Bridge_Y14_U2L4 North interior bent at U5L3 North connection



48-NCRR Ped Bridge_Y14_U5L6 North bent exterior



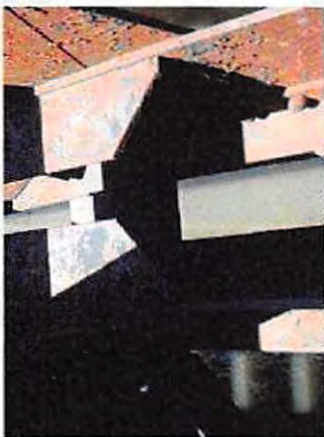
49-NCRR Ped Bridge_Y14_L5L6 North bent exterior



50-NCRR Ped Bridge_Y14_L5L6 North splice



51-NCRR Ped Bridge_Y14_U7L6 North bent..



52-NCRR Ped Bridge_Y14_L6 North east side interior pack rust



53-NCRR Ped Bridge_Y14_U5L7 North scrapes



54-NCRR Ped Bridge_Y14_Bay 8 Str. 1 newer clip angle



55-NCRR Ped Bridge_Y14_L7 North east pack.



56-NCRR Ped Bridge_Y14_North Truss lower chords looking west



57-NCRR Ped Bridge_Y14_North Truss looking west



58-NCRR Ped Bridge_Y14_L7L8 North Splice



59-NCRR Ped Bridge_Y14_L8 North Exterior



60-NCRR Ped Bridge_Y14_L8 North End



61-NCRR Ped Bridge_Y14_U7L8 North Missing Rivets and new bolts



62-NCRR Ped Bridge_Y14_U1L1 South interior torn at diagonal connection



63-NCRR Ped Bridge_Y14_L1 South west.



64-NCRR Ped Bridge_Y14_U1L1
South interior torn at diagonal connection



65-NCRR Ped Bridge_Y14_U3L1 South interior scrapes



66-NCRR Ped Bridge_Y14_U3L1 South interior scrapes



67-NCRR Ped Bridge_Y14_U3L5 South splice...



68-NCRR Ped Bridge_Y14_U3L5 South crack



69-NCRR Ped Bridge_Y14_U3L5 South splice...



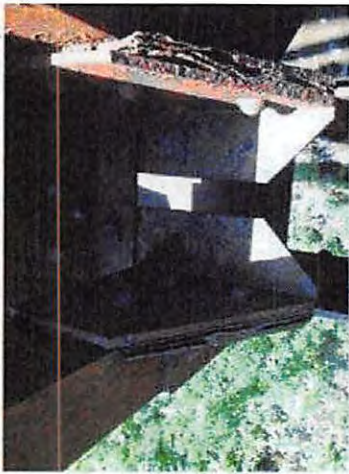
70-NCRR Ped Bridge_Y14_U7L6
South interior bent



71-NCRR Ped Bridge_Y14_U7L7
South Interior bent



72-NCRR Ped Bridge_Y14_U7L7
South Interior bent



73-NCRRR Ped Bridge_Y14_L7_South East...



74-NCRRR Ped Bridge_Y14_L7_South east
pack rust loss



75-NCRRR Ped Bridge_Y14_L7L8 South
interior plate flaw



76-NCRRR Ped Bridge_Y14_South
Truss Looking west



77-NCRRR Ped Bridge_Y14_Looking north at truss



78-NCRRR Ped Bridge_Y14_Looking north at truss



79-NCRRR Ped Bridge_Y14_U7L8_South scrapes



80-NCRRR Ped Bridge_Y14_U1L0_North scrapes



81-NCRRR Ped Bridge_Y14_U1L0_North new bolts



82-NCRR Ped Bridge_Y14_ West portal bracing



83-NCRR Ped Bridge_Y14_L0 South exterior



84-NCRR Ped Bridge_Y14_L0 South End



85-NCRR Ped Bridge_Y14_L0 South interior



86-NCRR Ped Bridge_Y14_Typ.
Stringer clip angle



87-NCRR Ped Bridge_Y14_L0L1 South dent



88-NCRR Ped Bridge_Y14_Typ.
Stringer at end



89-NCRR Ped Bridge_Y14_Typ.
Stringer at end



90-NCRR Ped Bridge_Y14_L0 North



91-NCRRR Ped Bridge_Y14_L0 North interior



92-NCRRR Ped Bridge_Y14_L0 North bottom plate crack



93-NCRRR Ped Bridge_Y14_L0 North Exterior angle crack



94-NCRRR Ped Bridge_Y14_L0 South bottom plate crack



95-NCRRR Ped Bridge_Y14_Typ_end batten...



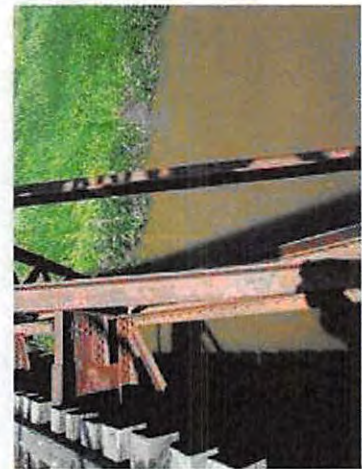
96-NCRRR Ped Bridge_Y14_L0L1 South dents



97-NCRRR Ped Bridge_Y14_Typ_First diagonal



98-NCRRR Ped Bridge_Y14_Typ_battened..



99-NCRRR Ped Bridge_Y14_Typ_Unbattened..



100-NCRR Ped Bridge_Y14_Typ. Truss diagonal



101-NCRR Ped Bridge_Y14_Typ. Pack rust under stringers



102-NCRR Ped Bridge_Y14_Below truss...



103-NCRR Ped Bridge_Y14_Typ. truss bay



104-NCRR Ped Bridge_Y14_Bent stringer seat



105-NCRR Ped Bridge_Y14_Timber jump span deterioration



106-NCRR Ped Bridge_Y14_Timber corner loss



107-NCRR Ped Bridge_Y14_Timber split



108-NCRR Ped Bridge_Y14_Timber bottom



109-NCRR Ped Bridge_Y14_Timber end..



110-NCRR Ped Bridge_Y14_Timber Opening



111-NCRR Ped Bridge_Y14_Timber Opening



112-NCRR Ped Bridge_Y14_Timber Opening



113-NCRR Ped Bridge_Y14_Timber deterioration



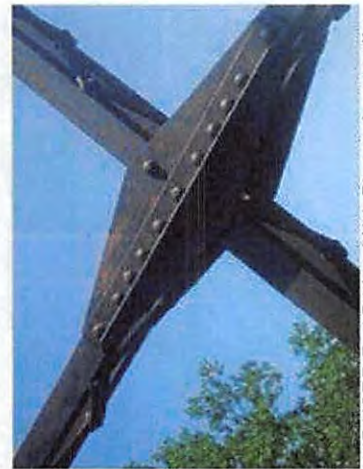
114-NCRR Ped Bridge_Y14_Looking west at...



115-NCRR Ped Bridge_Y14_Heavy tie...



116-NCRR Ped Bridge_Y14_Deck ties



117-NCRR Ped Bridge_Y14_Diagonal connection



118-NCRR Ped Bridge_Y14_Upper



119-NCRR Ped Bridge_Y14_Diagonal connection



120-NCRR Ped Bridge_Y14_U1L1
South tear



121-NCRR Ped Bridge_Y14_Looking east at...



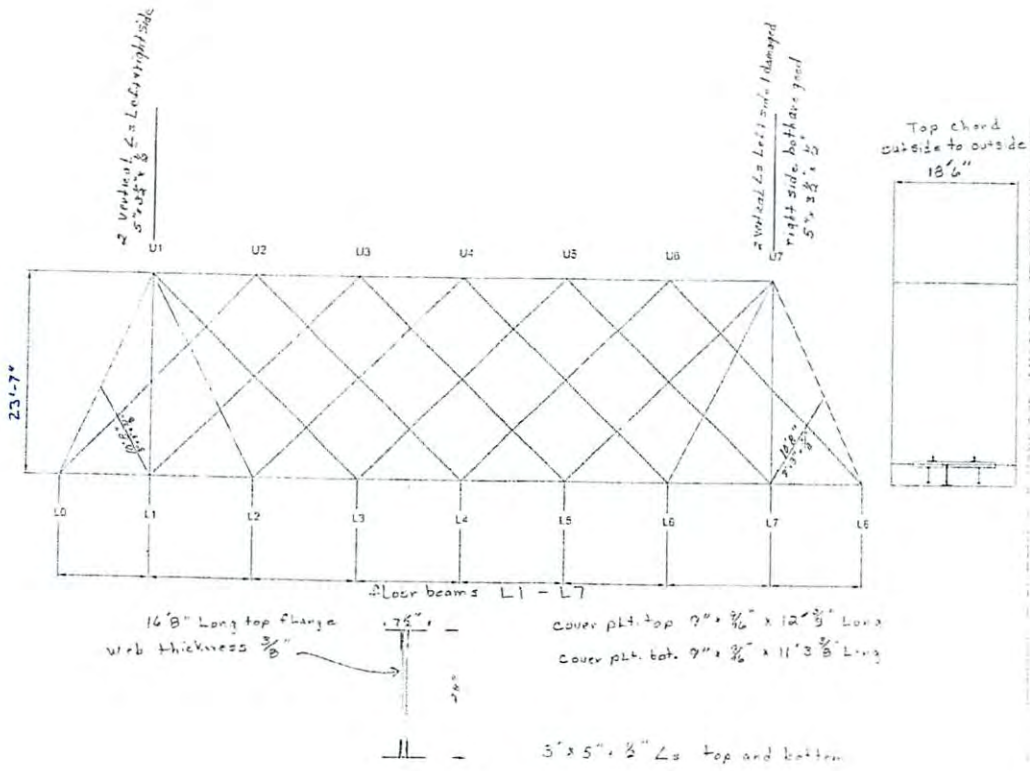
122-NCRR Ped Bridge_Y14_Looking North at...

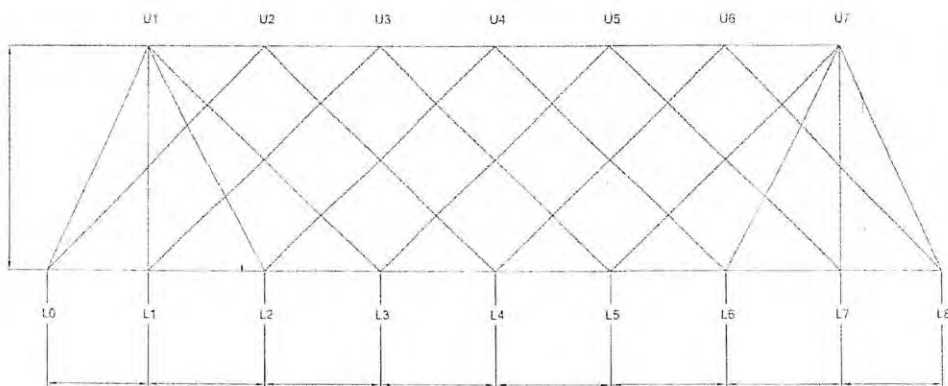


123-NCRR Ped Bridge_Y14_Looking north at...

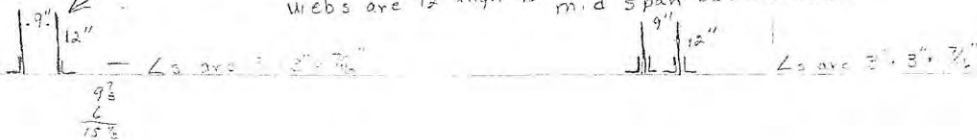
Appendix E

Theisen Construction, Inc. Truss Measurements



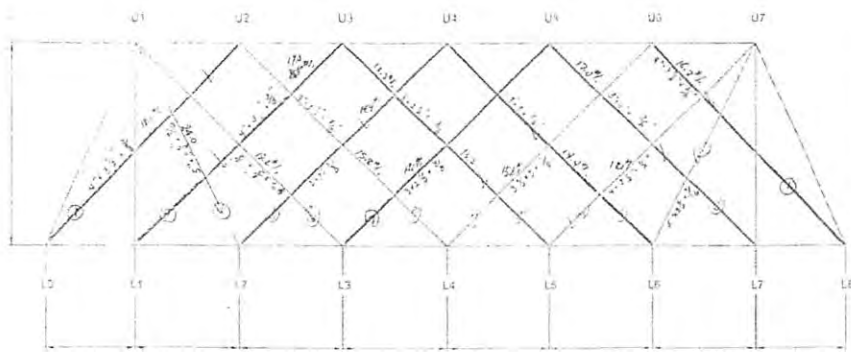


Bottom chord from end post for $22'5\frac{3}{4}"$ from ea. end
 Webs are 12" high $\frac{7}{16}"$ thick mid span bottom chord

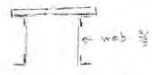


Page E2

All lines in orange are 2x4's ALL Lined to gether on the bottom
 The blue counters and verticals are 2x4's without counters and only faster to the orange counters

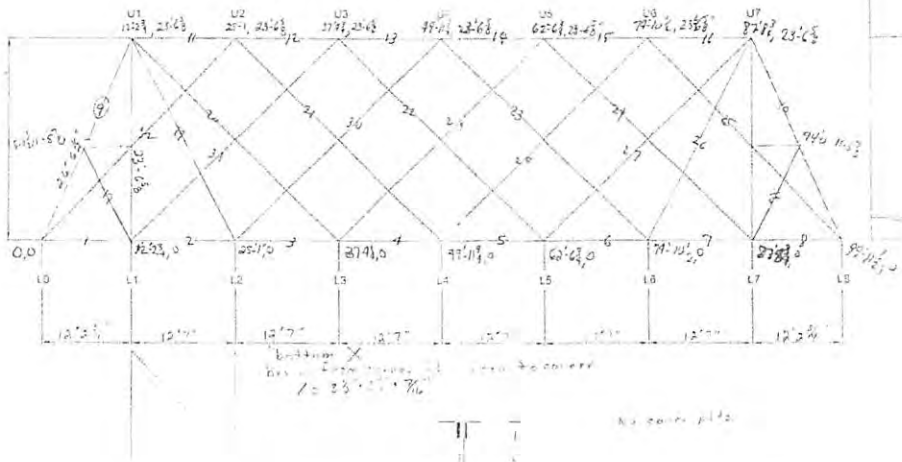


2256



End post and top chord

cover pl. 16" x 3/8"
C = 23" x 1/2"



2256
2256

Execution
See
Draw
Just So of
Seals, Just
on
N 1100 St.



No cover pl.
C = 23" x 1/2"
4" x 3/8"

Appendix F

2023 Inspection Notes and Photos



Truss Superstructure

Notes about this section:

- The phrase “No defects noted” in the *Inspection Notes* section of the tables is used to represent there were no notable defects beyond those listed in the “General Truss Notes” section below.
- See *Figure 2, 3, and 4* for superstructure layout with corresponding Diagram ID number to indicate locations of defects.
- For Inspection Photos referenced in the *Photo #* section of the tables refer to Appendix F(b).
- This section has been added to provide updated photographs of the bridge. Defects have been confirmed from the 2014 inspection, and additional notes and repair recommendations have been added to this report.

General Truss Notes:

- The paint system on the superstructure is in poor condition with minimal paint remaining.
- Minor rust throughout the superstructure with no loss noted (unless noted below).
- Pitting on top of the lower chord bottom angle legs under lower connections. (See photo 14F)
- All bolts/rivets are present (unless noted below) and are in fair condition.
- Minor loss or heavy rivet impact damage to members at some locations.
- Moderate rust on stringer clip angles, pack rust on bottom support angles.
- Newer members in portal bracing. Upper/lower cross bracing in fair condition.
- Low Chord connections have pack rust throughout. (See photos 5F, 10F, 11F, and 17F)

Member Repair Recommendations:

- Exterior angle at L0L1 North Truss is cracked along the bottom at the bearing. Repair to the angle is detailed on the Repair Plan G2. (See photos 6F and 7F)
- U1L1 South Truss Interior Angle is torn. Repair to the angle is detailed on the Repair Plan G1. (See photos 12F and 13F)
- All open rivet holes in the truss shall be filled with appropriately sized A325 bolts.



North Truss

Inspection of Lower Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-L1	Up to 1/2" pack rust with interior plate delamination on the west side of the L1 Joint. Exterior bottom angle leg is cracked and bent at the bearing. 1 st batten plate from the bearing is bent.	1	6F
L1-L2	1/8" pack rust on the west exterior at the L2 Joint.	2	
L2-L3	Minor pack rust in splice.	3	
L3-L4	No defects noted.		
L4-L5	No defects noted.		
L5-L6	The exterior member is bent to the south. 1" gap remains between the two interior angles.	4	4F, 18F
L6-L7	1/8" pack rust on the east interior at the L6 Joint.	5	
L7-L8	Up to 1/2" pack rust with interior plate delamination on the east side of the L7 Joint.	6	

Inspection of Vertical Members

Member	Inspection Notes	Diagram ID	Photo #
U1-L1	No defects noted.		
U7-L7	No defects noted.		

Inspection of Upper Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-U1	Minor scrapes on interior edge of cover plate. New bolts on cover plate near portal bracing. Two missing rivets by new bolts.	7	
U1-U2	No defects noted.		
U2-U3	Minor pack rust in splice.	8	
U3-U4	Ripples in cover plate.	9	
U4-U5	Ripples in cover plate.	10	
U5-U6	Minor pack rust in splice.	11	
U6-U7	No defects noted.		
U7-L8	Missing rivets at old company/date plate. New bolts in cover plate near portal bracing.	12	19F



North Truss (Continued)

Inspection of Diagonal Members

Member	Inspection Notes	Diagram ID	Photo #
M1-L1	No defects noted.		
U1-L2	No defects noted.		
U1-L3	No defects noted.		
U2-L0	No defects noted.		
U2-L4	Interior angle bent at the U5-L3 connection.	13	3F
U3-L1	No defects noted.		
U3-L5	No defects noted.		
U4-L2	No defects noted.		
U4-L6	No defects noted.		
U5-L3	No defects noted.		
U5-L7	½" scrape in the top edge of the interior angle 2' from L7.	14	
U6-L4	No defects noted.		
U6-L8	No defects noted.		
U7-L5	No defects noted.		
U7-L6	Minor dent in exterior angle half way up.	15	
M7-L7	No defects noted.		



North Truss (Continued)

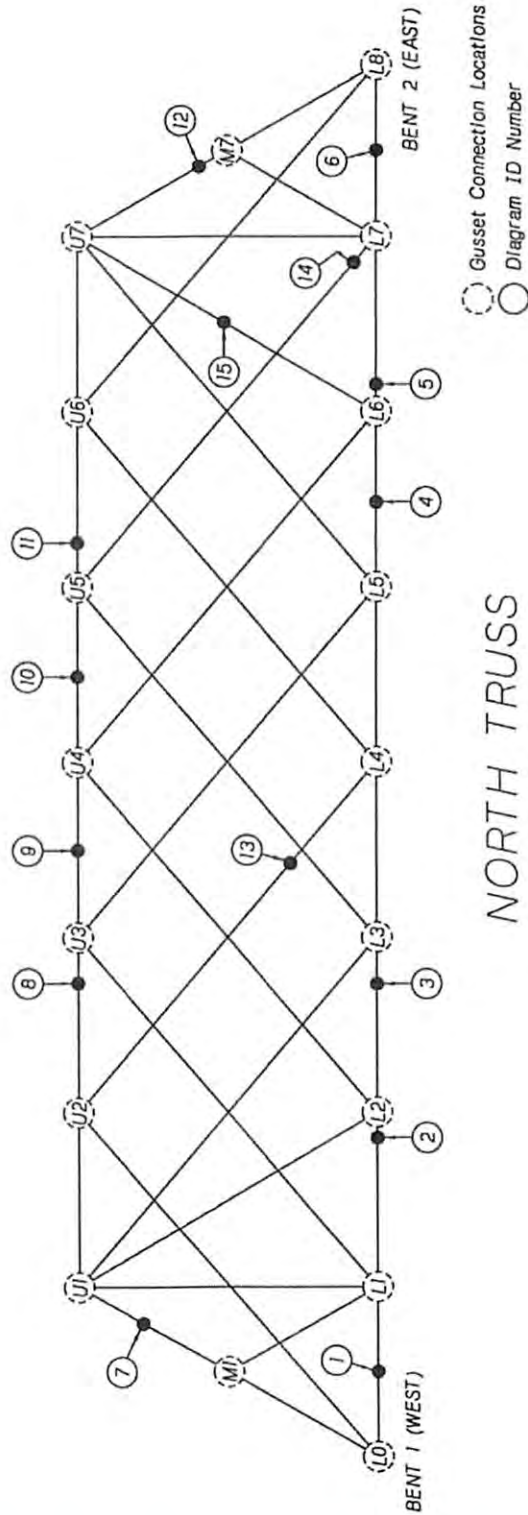


Figure 2: North Truss Elevation and Diagram ID Number



South Truss

Inspection of Lower Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-L1	Up to ½" pack rust with interior plate delamination on the west side of the L1 Joint. 1 st batten plate from the bearing is bent. Minor dents in the interior angle.	16	8F
L1-L2	Minor bend in the exterior member.	17	
L2-L3	No defects noted.		
L3-L4	No defects noted.		
L4-L5	Minor scrapes on top of web plates.	18	
L5-L6	No defects noted.		
L6-L7	No defects noted.		
L7-L8	Up to ½" pack rust with interior plate delamination on the east side of the L7 Joint. Minor flaw in the interior plate 3' from L7, 2" down.	19	

Inspection of Vertical Members

Member	Inspection Notes	Diagram ID	Photo #
U1-L1	The interior angle is torn and bent at the diagonal connection for approximately 2.5'.	20	12F, 13F
U7-L7	The interior angle is bent at the diagonal connection. Exterior angle leg has up to 20% loss due to pack rust at the connection.	21	

Inspection of Upper Chord Members

Member	Inspection Notes	Diagram ID	Photo #
L0-U1	No defects noted.		
U1-U2	No defects noted.		
U2-U3	Minor pack rust in splice.	22	
U3-U4	Ripples in cover plate.	23	
U4-U5	Ripples in cover plate.	24	
U5-U6	Minor pack rust in splice.	25	
U6-U7	No defects noted.		
U7-L8	Heavy scrapes with a 1" wide tear on the interior edge of the cover plate approximately 8' above the deck.	26	20F



South Truss (Continued)

Inspection of Diagonal Members

Member	Inspection Notes	Diagram ID	Photo #
M1-L1	No defects noted.		
U1-L2	No defects noted.		
U1-L3	No defects noted.		
U2-L0	No defects noted.		
U2-L4	No defects noted.		
U3-L1	Minor scrapes on top of interior angle.	27	
U3-L5	The exterior angle is spliced at L5 due to previous crack.	28	15F, 16F
U4-L2	No defects noted.		
U4-L6	No defects noted.		
U5-L3	No defects noted.		
U5-L7	No defects noted.		
U6-L4	No defects noted.		
U6-L8	No defects noted.		
U7-L5	No defects noted.		
U7-L6	Interior angle is bent.	29	
M7-L7	No defects noted.		



South Truss (Continued)

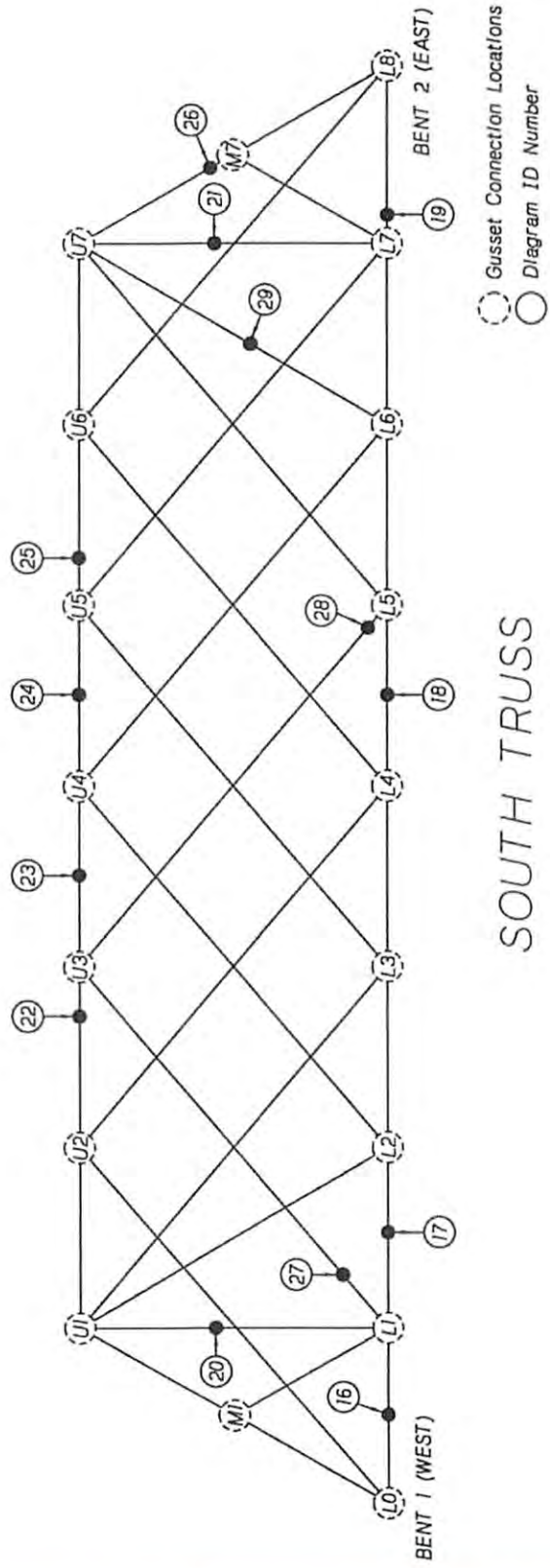


Figure 3: South Truss Elevation and Diagram ID Number



Below Deck of Truss

Inspection of Floorbeams

Member	Inspection Notes	Diagram ID	Photo #
FB1	No defects noted.		
FB2	No defects noted.		
FB3	No defects noted.		
FB4	No defects noted.		
FB5	No defects noted.		
FB6	No defects noted.		
FB7	No defects noted.		

Inspection of Stringers

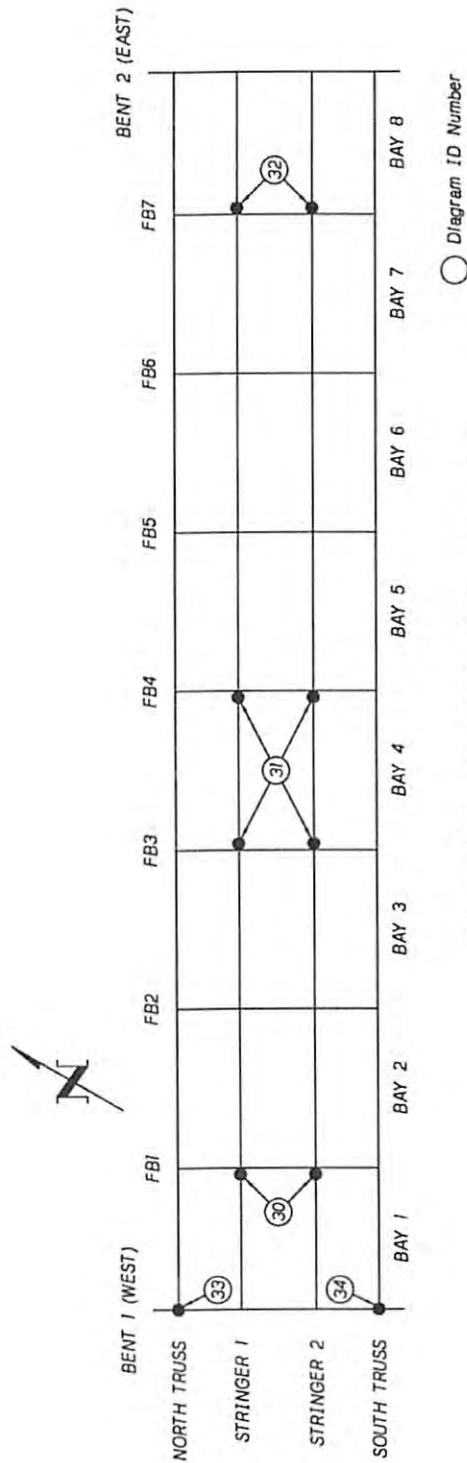
Member	Inspection Notes	Diagram ID	Photo #
Bay 1	Newer clip angles with bolts.	30	
Bay 2	No defects noted.		
Bay 3	No defects noted.		
Bay 4	Newer clip angles with bolts.	31	
Bay 5	No defects noted.		
Bay 6	No defects noted.		
Bay 7	No defects noted.		
Bay 8	Newer clip angles with bolts.	32	

Inspection of Bearing Plates

Member	Inspection Notes	Diagram ID	Photo #
Northwest	Top plate is bent and cracked.	33	
Southwest	Top plate is bending and cracking.	34	
Northeast	No defects noted.		
Southeast	No defects noted.		




Below Deck of Truss (Continued)



BELOW DECK OF TRUSS

Figure 4: Below Deck of Truss Plan and Diagram ID Number

<p>Photo: 1F Location: General Site Date: 12/28/2023</p>	
<p>Description</p>	
<p>Northeast at Bridge.</p>	

<p>Photo: 2F Location: General Site Date: 12/28/2023</p>	
<p>Description</p>	
<p>North at Bridge.</p>	

Photo: 3F
Location: U2L4
North Truss
Date: 12/28/2023

Description

U2L4 N. Damage at U5L3 connection.



Photo: 4F
Location: L5L6
North Truss
Date: 12/28/2023

Description

L5L6 N. Exterior Low Chord Bent.



<p>Photo: 5F Location: L1 North Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>L1 N. Truss Half-Inch Packrust (Typical).</p>	


<p>Photo: 6F Location: L0L1 North Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>L0L1 N. Ext. Angle Cracked at L0.</p>	


<p>Photo: 7F Location: L0 North Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>L0 N. Ext. Bearing Plate Cracked.</p>	


<p>Photo: 8F Location: L0L1 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>L0L1 S. Ext. Angle Cracked at L0.</p>	

<p>Photo: 9F Location: General Site Date: 12/28/2023</p>	
<p>Description</p>	
<p>East at Bridge.</p>	


<p>Photo: 10F Location: General Low Chords Date: 12/28/2023</p>	
<p>Description</p>	
<p>Typical Lower Connection Packrust.</p>	

<p>Photo: 11F Location: General Low Chords Date: 12/28/2023</p>	
<p>Description</p>	
<p>Typical Lower Connection Packrust.</p>	


<p>Photo: 12F Location: U1L1 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U1L1 S. Int. Angle Torn.</p>	

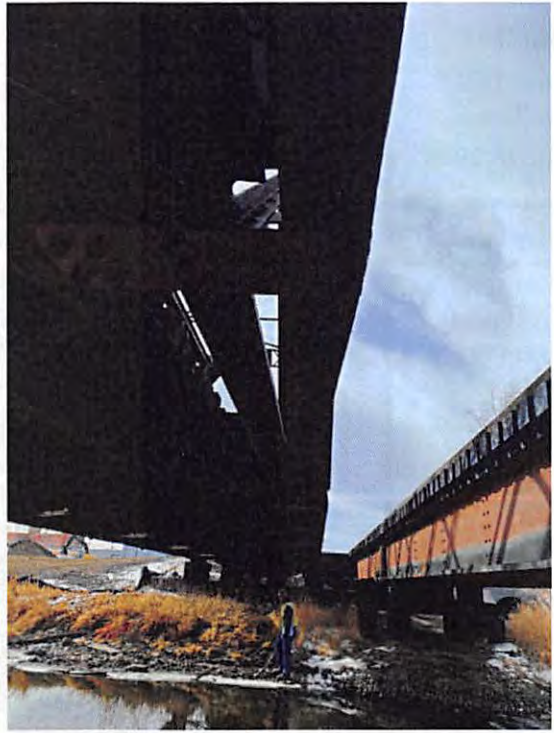
<p>Photo: 13F Location: U1L1 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U1L1 S. Int. Angle Torn.</p>	

<p>Photo: 14F Location: General Corrosion Date: 12/28/2023</p>	
<p>Description</p>	
<p>Typical Corrosion in Lower Members.</p>	

<p>Photo: 15F Location: U3L5 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U3L5 S. Ext Angle Splice.</p>	

<p>Photo: 16F Location: U3L5 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U3L5 S. Ext. Angle Splice.</p>	

<p>Photo: 17F Location: General Low Chords Date: 12/28/2023</p>	
<p>Description</p>	
<p>Typical Packrust in Low Chord Cover Plates.</p>	

<p>Photo: 18F Location: L5L6 North Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>L5L6 N. Ext. Bending.</p>	

<p>Photo: 19F Location: U7L8 North Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U7L8 N. Angles Bent at L8 Gusset Plates.</p>	

<p>Photo: 20F Location: U7L8 South Truss Date: 12/28/2023</p>	
<p>Description</p>	
<p>U7L8 N. Angles Bent at L8 Gusset Plates.</p>	

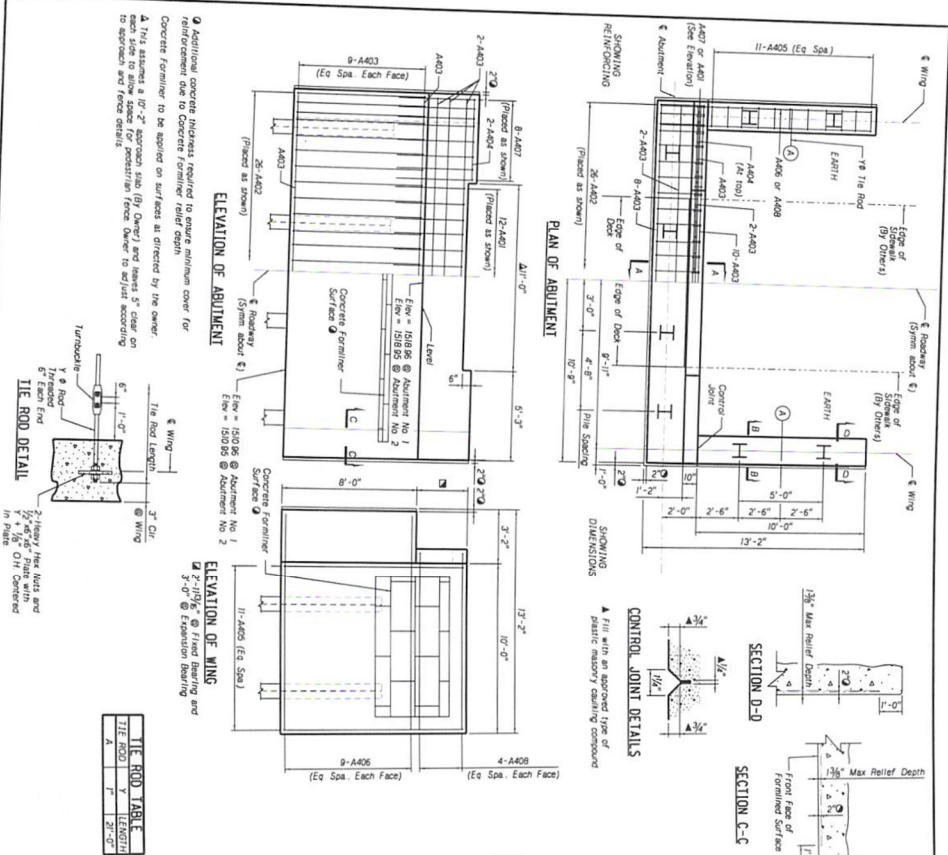
EXHIBIT 2 – (Bridge Move)

**CITY OF NORFOLK, NEBRASKA
INSURANCE CHECKLIST**

Items marked "X" are required to be provided by your firm.

<i>Coverages Required</i>	<i>Limits (Figures Denote Minimums)</i>
<input checked="" type="checkbox"/> 1. Workers' Compensation &	Statutory limits of State of Nebraska
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident, \$100,000 disease, \$500,000 policy limit disease
<input type="checkbox"/> 3. USL&H Endorsement	
<input checked="" type="checkbox"/> 4. General Liability	Statutory \$ 2,000,000 per occurrence
<input checked="" type="checkbox"/> 5. Premises/Operations	Items #'s 4-9, & 11, 12 require \$ 1,000,000 combined single limit for bodily injury and property damage each occurrence
<input checked="" type="checkbox"/> 6. Independent Contractors	
<input checked="" type="checkbox"/> 7. Products	
<input checked="" type="checkbox"/> 8. Completed Operations	
<input type="checkbox"/> 9. Contractual Liability	\$ _____ gen. agg., if appl.
<input type="checkbox"/> 10. Personal Injury Liability	\$ _____ each off./agg., pers. inj.
<input checked="" type="checkbox"/> 11. XCU Coverages	
<input type="checkbox"/> 12. Broad Form P.D.	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$ 1,000,000 Bodily Injury & Property Damage each accident
<input checked="" type="checkbox"/> 14. Owned, Hired, & Non-owned	
<input type="checkbox"/> 15. Motor Carrier Act End.	
<input checked="" type="checkbox"/> 16. Umbrella Liability	\$ 5,000,000 BI & PD, & Pers. Inj.
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occ.
<input type="checkbox"/> 18. Garagekeepers' Legal Liability	Indicate Limit \$ _____ - Compr.
	Indicate Limit \$ _____ - Coll.
<input checked="" type="checkbox"/> 19. Professional Liability	\$ 1,000,000 per occurrence
<input checked="" type="checkbox"/> 20. City named as additional insured on other than W/C & Auto. This coverage is primary to all other coverages the City may possess.	
<input type="checkbox"/> 21. Other Insurance Required:	
<input checked="" type="checkbox"/> 22. Forty-five (45) Days Cancellation, non-renewal, material change or coverage reduction notice required. The words "endeavor to" are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.	
<input type="checkbox"/> 23. Best's Guide Rating: "B" VIII or better, or its Equivalent	
<input type="checkbox"/> 24. The Certificate Must State Bid Number and Bid Title	
<input checked="" type="checkbox"/> 25. Medical expense (any one person) \$5,000 minimum	

PLOT DATE 8/11/2023

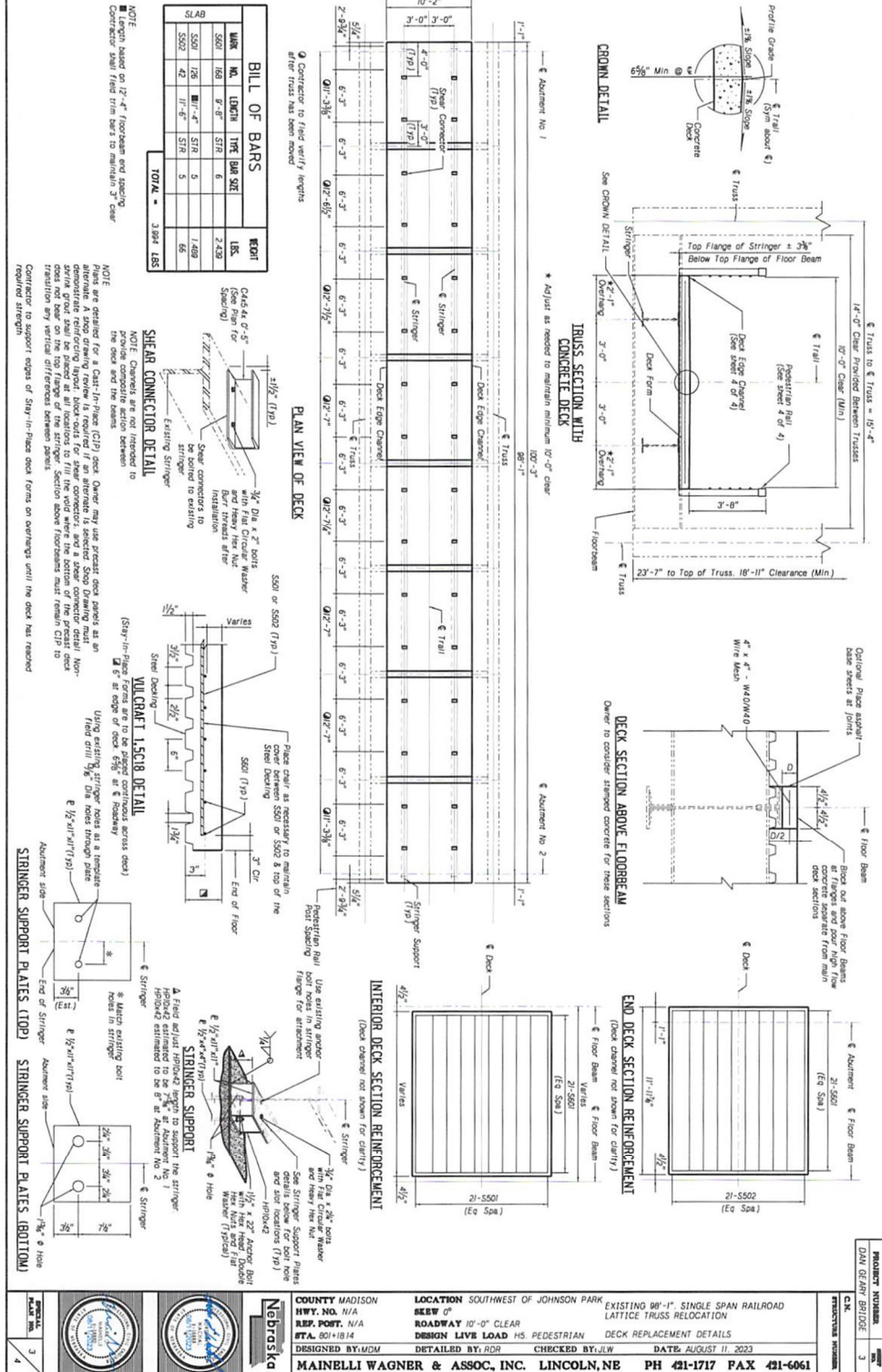


BILL OF BARS									
LINE	NO.	LENGTH	TYPE	BAR	PN	HOOK	WEIGHT	TOTAL = 3,280 LBS	
A403	24	8'-6"	4"	4"	2"	135	135		
A403	52	8'-6"	4"	4"	2"	135	135		
A403	53	20'-9"	3"	3"	4 1/2"	70	70		
A403	50	21'-0"	3"	3"	4 1/2"	70	70		
A404	8	4'-9"	5/8"	1'-2"	2"	4 1/2"	70		
A404	44	24'-4"	5/8"	1'-2"	2"	4 1/2"	70		
A407	50	6'-6"	4"	4"	2"	135	135		
A407	52	6'-6"	4"	4"	2"	135	135		
A407	53	11'-0"	4"	4"	2"	203	203		
A407	54	11'-0"	4"	4"	2"	203	203		

STANDARD HOOK LENGTH									
BAR	HOOK H	BAR	HOOK H	BAR	HOOK H	BAR	HOOK H	BAR	HOOK H
SIZE	90°	SIZE	90°	SIZE	90°	SIZE	90°	SIZE	90°
4	6"	5	6"	6	6"	7	6"	8	6"
9	6"	10	6"	11	6"	12	6"	13	6"
14	6"	15	6"	16	6"	17	6"	18	6"
19	6"	20	6"	21	6"	22	6"	23	6"
24	6"								

PIN DIAMETER									
BAR	HOOK H	BAR	HOOK H	BAR	HOOK H	BAR	HOOK H	BAR	HOOK H
SIZE	90°	SIZE	90°	SIZE	90°	SIZE	90°	SIZE	90°
4	3/8"	5	3/8"	6	3/8"	7	3/8"	8	3/8"
9	3/8"	10	3/8"	11	3/8"	12	3/8"	13	3/8"
14	3/8"	15	3/8"	16	3/8"	17	3/8"	18	3/8"
19	3/8"	20	3/8"	21	3/8"	22	3/8"	23	3/8"
24	3/8"								

PROJECT NUMBER: 2
DATE: AUGUST 11, 2023
LOCATION: SOUTHWEST OF JOHNSON PARK EXISTING 98'-1" SINGLE SPAN RAILROAD LATTICE TRUSS RELOCATION
DESIGN LIVE LOAD: HS PEDESTRIAN ABUTMENT DETAILS
DATE: AUGUST 11, 2023
DESIGNED BY: MDM **DETAILED BY:** RDR **CHECKED BY:** JLW
PH 421-1717 FAX 421-6661



BILL OF BARS

SLAB	MARK	NO.	LENGTH	TYPE	BAR SIZE	QTY	WEIGHT (LBS)
SS01	T08	6'-0"	STR	6	2.430		
		6'-0"	STR	5	2.430		
		6'-0"	STR	5	2.430		
		6'-0"	STR	5	2.430		
		6'-0"	STR	5	2.430		
		6'-0"	STR	5	2.430		
SS02	40	11'-0"	STR	5	46		
TOTAL = 3994 LBS							

NOTE: Length based on 12'-4" Freedom and spacing. Contractor shall field trim bars to maintain 3" clear.

NOTE: Plans are detailed for a Cast-In-Place (CIP) deck. Owner may use precast deck panels as an alternative. A shop drawing review is required if an alternative is selected. Shop Drawing must indicate reinforcement layout and bar locations. To fill voids between panels, contractor shall use concrete or grout. All reinforcement shall be placed on the top flange of the stringer. Section above floorbeams must remain CIP to transition any vertical differences between panels. Contractor to support edges of Stay-In-Place deck forms on overhangs until the deck has reached required strength.

NOTE: Shear Connectors are not required to the deck and the beams.

NOTE: Stay-In-Place forms are to be placed continuously across spans. (6" at edge of deck 45° at & Roseway).

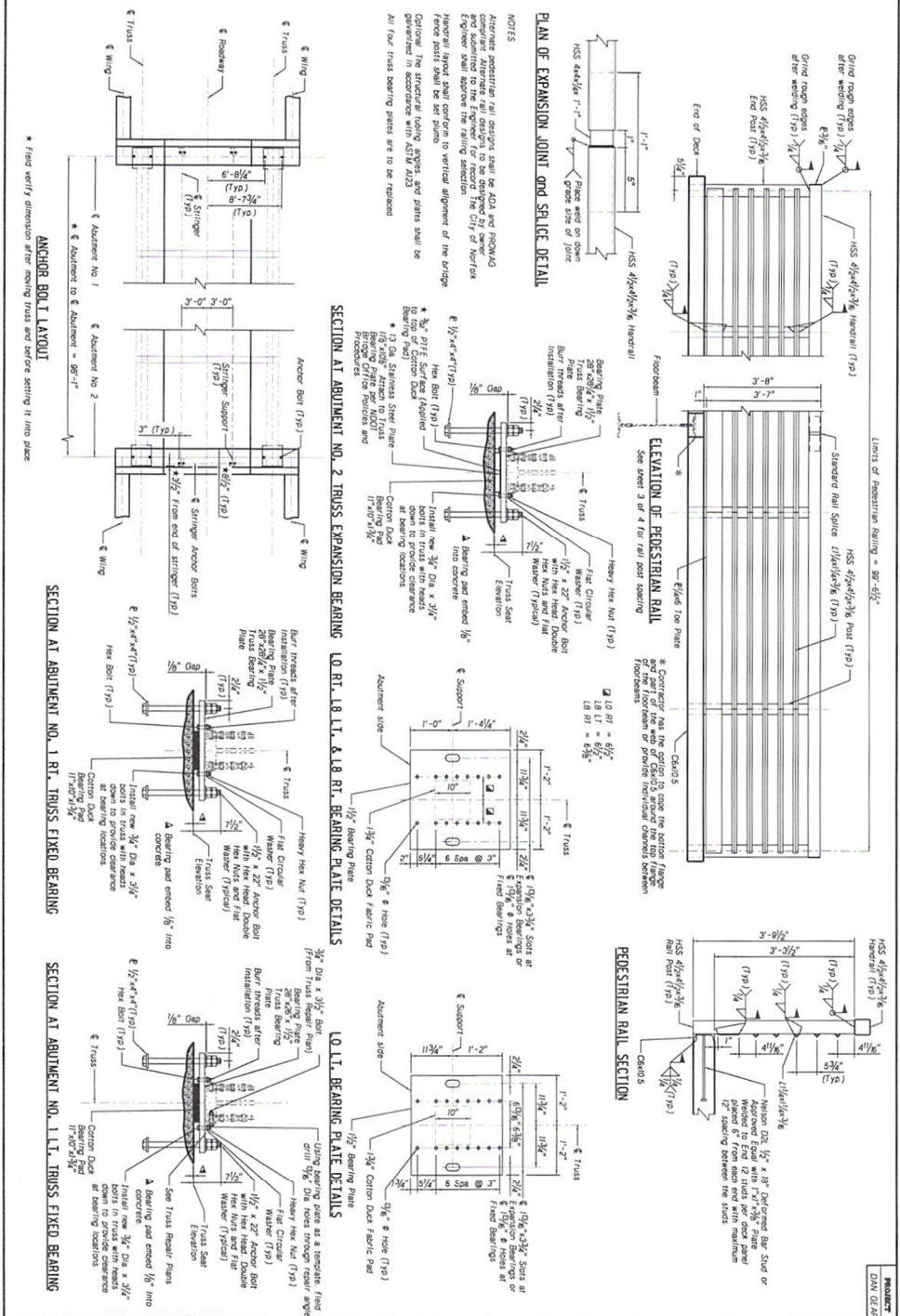
NOTE: Field adjust height length to support the stringer.

NOTE: Field adjust height length to support the stringer.

NOTE: Field adjust height length to support the stringer.

NOTE: Field adjust height length to support the stringer.

PLOT DATE 8/11/2023



PROJECT NUMBER	4
DATE	8/11/2023
PROJECT LOCATION	EXISTING 98'-1\"/>
DESIGNED BY	MDM
CHECKED BY	JLW
DATE	AUGUST 11, 2023
PROJECT NUMBER	4
DATE	8/11/2023
PROJECT LOCATION	EXISTING 98'-1\"/>
DESIGNED BY	MDM
CHECKED BY	JLW
DATE	AUGUST 11, 2023
PROJECT NUMBER	4
DATE	8/11/2023
PROJECT LOCATION	EXISTING 98'-1\"/>
DESIGNED BY	MDM
CHECKED BY	JLW
DATE	AUGUST 11, 2023

NEBESKO
 COUNTY MADISON
 HWY. NO. N/A
 REP. DIST. N/A
 RTA. 801-1814
 LOCATION: SOUTHWEST OF JOHNSON PARK
 EXISTING 98'-1\"/>

EXHIBIT "4"

Title VI Non-Discrimination Program

Non-Discrimination Provisions

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.

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

The City of Norfolk, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of improving the softball complex at Ta-Ha-Zouka Park in Norfolk, Nebraska to include backstop improvements, restrooms, ADA access, and a new softball field.

The Mayor, Josh Moenning, is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The City of Norfolk, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The City of Norfolk, Nebraska, Nebraska has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The City of Norfolk, Nebraska, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

The City of Norfolk, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The City of Norfolk, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The City of Norfolk, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the City of Norfolk, Nebraska at a duly advertised public meeting held this 21st day of August, 2023.

(Mayor/Chairperson of the Board Signature)

Attest (Clerk)

**STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES**

**STATE OF NEBRASKA AMERICAN RESCUE PLAN ACT OF 2021 FUNDS GRANT
AWARD AGREEMENT**

This Grant Award (“Agreement”) is entered into by and between the Nebraska Department of Natural Resources (“Department”) and the City of Norfolk, Nebraska (“City” or “Sponsor”), sometimes individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, the Legislature has appropriated money from the Coronavirus State Fiscal Recovery Fund pursuant to the federal American Rescue Plan Act of 2021 (“ARPA”), 42 U.S.C. 802, as amended to the Department’s Program 319 Fund; and

WHEREAS, pursuant to Sec. 132, LB814, 2023, the Department is charged with the responsibilities of providing a grant to a city of the first class located in the first congressional district that is constructing riverfront improvement projects, including water recreational facilities, arts and entertainment facilities, and other projects associated with riverfront improvement; and

WHEREAS, the purpose of the grant process is limited to attaining the goals set out in state and U.S. Dept. of Treasury’s Final Rule (“Final Rule”) for dispersal of federal funds used as state aid pursuant to the ARPA; and

WHEREAS, the Department determined that the City is the only entity eligible for funding under the terms of LB814 as expressed in the Guidance Document for ARPA Funding located at <https://dnr.nebraska.gov/sites/dnr.nebraska.gov/files/doc/about/News/ARPA/2023NeDNRGuidanceDocVersion2.pdf>, Attachment A, hereby incorporated by reference into this Agreement; and

WHEREAS, the City seeks funding for a Project consistent with the Guidance Document and has submitted a summary of the City’s proposed Scope of Work, Attachment B, hereby incorporated by reference into this Agreement; and

WHEREAS, the Department approved the Project and awards the City a grant for up to Two Million Dollars and No Cents (\$2,000,000.00) to carry out the Project contingent upon progress, and continued merit and eligibility for the funding.

NOW, THEREFORE, the Department and the City mutually agree as follows:

1. Term. This Agreement shall be for a term commencing upon its execution and continuing thereafter until June 30, 2026 unless all eligible reimbursements are made prior to that time, or unless the Agreement is:
 - A. Terminated with cause in the event either party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other party in writing, specify in detail the nature and extent of such

breach. If within thirty (30) calendar days after written notice of such default, the defaulting party fails to remedy the default, this Agreement will terminate.

B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funding is revoked by the Legislature or eligibility revoked by the U.S. Department of Treasury, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive just and equitable reimbursement for any authorized work that has been satisfactorily completed as of the termination date.

C. Amended by written amendment signed by both Parties.

2. Scope of Agreement.

A. Sponsor shall complete through its own efforts, or through contracting with a capable party, all obligations for completing the Project and ensuring that state and federal compliance, accountability, and reporting obligations are met.

B. Reimbursable Project components are limited to those set forth in the Guidance Document for Program 319, Attachment A.

C. Any funds available to Sponsor through reimbursement by the Department pursuant to this Agreement are limited to those funds expended by the Sponsor by December 31, 2026 in conformance with the Final Rule.

3. Contract Managers.

A. The Department's Contract Manager is Jesse Bradley. His contact information is:

Jesse Bradley
Nebraska Department of Natural Resources
245 Fallbrook Blvd., Suite 201
Lincoln, NE 68521
Email: jesse.bradley@nebraska.gov
Direct phone: 402-219-1357

B. The Sponsor's Contract Manager is Nathan Powell. His contact information is:

Nathan Powell
309 N 5th Street
Norfolk, NE 68701
Email: npowell@norfolkne.gov
Direct phone: 402-844-2184

- C. Communications shall be through the respective Contract Managers.
 - D. The Sponsor may change its Contract Manager only after receiving written approval from the Department.
4. Reimbursement.
- A. The Sponsor agrees to only submit for reimbursement those eligible expenses, as defined in the Guidance Document and the U.S. Dept. of Treasury's Final Rule, *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, Aug. 15, 2022, Version: 4.2*, that are incurred after July 1, 2023 and in performance of activities necessary for the Project during the term of this Agreement as described in the Scope of Work, Attachment B. The Sponsor agrees to reimburse the Department for any payments it received for costs that are subsequently disallowed or deemed ineligible pursuant to state audit.
 - B. The Sponsor agrees to comply with all reporting requirements, as described in NeDNR Guidance Document for ARPA Funding, Attachment A, as a condition of their award for those eligible expenses incurred after July 1, 2023. The Sponsor agrees to submit financial and programmatic reports to the State and Local Fiscal Recovery Funds, including information on obligations and expenditures, project status, and program income, as described in NeDNR Guidance Document for ARPA funding, Attachment A. The Sponsor agrees to comply with all reporting periods and due dates.
 - C. The total reimbursement amount and payments for this Project may not exceed Two Million Dollars and No Cents (\$2,000,000.00), and reimbursements shall be limited to amounts approved by the Department.
 - D. The Department shall reimburse the Sponsor for eligible expenses submitted to the Department in writing. All submissions shall include a detailed, itemized summary of its reimbursable component expenditures and include appropriate support documentation.
 - E. Reimbursement payments shall be made by the Department no more often than a monthly basis based upon the reimbursement request submissions. The final billing for all expenses under this Agreement must be made at least sixty (60) days before the last day of the term, and clearly marked "final billing," or payment is not guaranteed.
 - F. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this Agreement. The Department shall have the right

to audit billings both before and after payment, and payment under this Agreement shall not foreclose the right of the Department to recover excessive or improper payments.

- G. The Sponsor, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
5. Personnel. The Sponsor shall provide and technical personnel to perform in a timely manner the services required by this Agreement.
 6. Equipment and Material. The Sponsor shall provide and maintain adequate support to permit timely completion of the Project.
 7. Independent Contractor.
 - A. It is agreed that nothing contained in this Agreement is intended to be or should be construed in any manner as creating or establishing the relationship of partners between the Department and the Sponsor, or contractors of the Sponsor.
 - B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the Sponsor, its officers or its agents) shall in no way be the responsibility of the Department or the State. The Sponsor will hold the Department and the State harmless from any and all such claims. The Sponsor personnel and all other persons acting for the Sponsor shall not require nor be entitled to any reimbursement, rights or benefits from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
 8. Notices. All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Contract Managers at the addresses set forth in Section 3 of this Agreement.
 9. Binding. This Agreement shall inure to and bind the successors, assigns, and representatives of the Parties, provided, however, this Agreement may not be assigned by either Party without the prior written consent of the other. Neither the Department nor the Sponsor intends anyone to be a third-party beneficiary of this Agreement.
 10. Entire Agreement/Severability/Waiver. This Agreement is the entire agreement between the Parties hereto; no representations, inducements, promises or agreements, oral or other, between the Parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining

provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

11. Amendment of Agreement. This Agreement may be amended only by a written instrument signed by the Department and the Sponsor.
12. Attachments. If there are any terms and conditions contained in any Attachment hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the Parties.
13. Prevailing Law. This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, Neb. Rev. Stat. §§ 81-8,302 through 81-8,306.
14. Indemnification. Neither the Department nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the Sponsor that would be covered by worker's compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from an intentional act of the Department. The Sponsor shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The Sponsor shall indemnify the Department and the State of Nebraska for any damages, claims or liability to the extent caused by the Recipient's negligent acts, errors or omissions arising out of the performance of professional services under this Agreement. The Sponsor expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.
15. Drug Free Workplace Policy. The Sponsor certifies that it maintains a drug free workplace environment to ensure workers safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.
16. Technology Access. The Sponsor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://nitc.nebraska.gov/standards/2-101.pdf>. In the event that the State's technology access standards change during the term of the Contract, the Department may create an amendment to the Agreement to ensure that it complies with the changed standard. If the amendment causes any changes in costs to the Sponsor, the costs must be mutually agreed on by both Parties in order for such costs to be binding upon the parties.

17. Fair Employment Practices. The Sponsor agrees to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin, Neb. Rev. Stat. §§ 48-1101 through 48-1125.
18. Worker Eligibility Status Requirements. The Sponsor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this Agreement that are physically performing services within the State of Nebraska. The Sponsor understands and agrees that lawful presence in the United States is required for such employment and that it may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.
19. Compliance with All Laws and Ordinances.
- A. The Sponsor covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances, and regulations including but not limited to corporate registrations, payment of taxes and registration required for payment of taxes, acquisition and payment for permits, licenses and approvals necessary for this Agreement.
- B. The Sponsor covenants that it will remain in compliance with the specific federal requirements set out in the Award Terms and Conditions section of U.S. Dept. of Treasury's *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, Aug. 15, 2022 Version: 4.2*. These obligations include the following items in addition to obligations for recipients pursuant to the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") statute, the Uniform Guidance, Treasury's Final Rule, and applicable federal laws and regulations.
1. SAM.gov Requirements.
Sponsor and its contractors are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 C.F.R. Part 25.
 2. Recordkeeping Requirements.
Sponsor must maintain records and financial documents for five years after all funds have been expended or returned to Treasury and agrees to provide

or make available such records to Treasury upon request, and to the Government Accountability Office, Treasury's Office of Inspector General, and their authorized representative in order to conduct audits or other investigations.

3. Single Audit Requirements pursuant to the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

For-profit entities that receive subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury eligible recipients.

4. Civil Rights Compliance.

Sponsor and its contractors must meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds, including ensuring they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1691 et seq., and the Department's implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

20. Audit Requirements. All Sponsor's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The Sponsor shall maintain all these records for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

21. Audit by Office of State Auditor. Any public or private non-profit entity or political subdivision of the state serving as the recipient or sub-recipient of funds under this Agreement, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three business days after the actual receipt of the request pursuant to Neb. Rev. Stat. §§ 84-304(4)(a) and 50-1213(2).

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last stated below.

City of Norfolk

By: Josh Moenning, Mayor
309 N 5th Street
Norfolk, NE 68701
Email: jmoenning@norfolkne.gov
Phone: 402-580-2471

Date _____

Nebraska Department of Natural Resources

By: Thomas E. Riley, P.E., Director
Department of Natural Resources
245 Fallbrook Boulevard, Suite 201
Lincoln, NE 68521

Date _____



Jim Pillen, Governor

GUIDANCE DOCUMENT FOR ARPA FUNDING

Issued 6/2/2022

Updated 7/19/2023, Version 2

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document. Neb. Rev. Stat. § 84-901.03.

SUMMARY

The American Rescue Plan Act (“ARPA”) is the result of a federal stimulus bill passed by Congress in the spring of 2021. The Nebraska Department of Natural Resources (“Department”) has been appropriated funds under LB1014 (2022) and LB814 (2023). In 2022, LB1014 appropriated funds into two programs: **Program 314 – Critical Infrastructure Facilities was appropriated \$23,100,000 and Program 319 – Water Projects was appropriated \$20,000,000.** In 2023, LB814 appropriated funds into one program for two projects: **Program 319 – Water Projects was appropriated \$179,200,000.**

The legislature stipulated the following requirements to ensure federal compliance, accountability, and reporting obligations are met:

All grants utilizing Federal Funds allocated to the State of Nebraska from the federal Coronavirus State Fiscal Recovery Fund shall meet the eligible uses under the federal American Rescue Plan Act of 2021 and any relevant guidance on the use of such funds by the United States Department of the Treasury.

PROJECT GOALS FOR PROGRAM 314 – Critical Infrastructure Facilities:

The purpose of this program is as follows (excerpt from LB1014, 2022):

There is included in the amount shown as aid for this program for FY2021-22 \$23,100,000 Federal Funds to provide a grant to an irrigation district which is part of an

Thomas E. Riley, P.E., Director

Department of Natural Resources

245 Fallbrook Blvd., Suite 201 OFFICE 402-471-2363
Lincoln, Nebraska 68521 FAX 402-471-2900

dnr.nebraska.gov

8/21/2023

interstate irrigation system that experienced a failure, to satisfy matching requirements for a project authorized by the United States Bureau of Reclamation for construction and repairs on any tunnel or canal pursuant to the federal American Rescue Plan Act of 2021 and will contract with GFLID on specific terms of the grant.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB1014 and determined that the Gering-Fort Laramie Irrigation District (“GFLID”) is the only eligible applicant for these funds. The Department is currently working with GFLID to determine total project costs and those funds that are necessary to satisfy matching requirements for the repair and construction costs associated with tunnel repairs that are integral to the operations of their irrigation system. The Department will continue to work with GFLID and the United States Bureau of Reclamation to determine final matching fund requirements for the project. No further action is required by GFLID to be determined as the eligible recipient under LB1014.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of GFLID have been reviewed in the context of this rule.

The Infrastructure Investment and Jobs Act amended sections 602(c) and 603(c) of the Social Security Act to add an additional eligible use of SLFRF funds, providing that SLFRF funds “may be used for purposes of satisfying **any non-Federal matching requirement required for [an authorized Bureau of Reclamation project].**” This amendment permitted the use of SLFRF funds to meet non-federal matching requirements of any authorized Bureau of Reclamation project, regardless of whether the underlying project would be an eligible use of SLFRF funds under the water and sewer infrastructure eligible use category. These amendments are effective as of March 11, 2021, as if included in the ARPA at the time of its enactment. Treasury will provide further guidance to recipients on the scope of Bureau of Reclamation water projects and expenses covered by this provision. The provisions cited for eligibility under the final Treasury rule are contained on **page 291** of the rule.

REPORTING AND FUND ADMINISTRATION:

All recipients are required to submit Quarterly Project and Expenditure Reports.

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no

grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

PROJECT GOALS FOR PROGRAM 319 – Water Projects:

The purpose of this program is as follows (excerpt from LB1014, 2022):

There is included in the amount shown as aid for this program for FY2021-22 \$20,000,000 Federal Funds to provide a grant to a city of the primary class that utilizes more than thirty million gallons per day of water to be used for the design, construction, and implementation of additional water supply projects, which shall only be used for such purpose. Eligible project costs shall include, but not be limited to, costs for a water treatment plant, land acquisition, acquiring permits, a wellfield, pumping, and transportation of water over twenty-five miles for the purpose of providing potable water to the city. The Department of Natural Resources may award a grant to a city of the

primary class based on criteria and procedures established by the department.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB1014 and determined that the City of Lincoln (“Lincoln”) is the only eligible applicant for these funds. The Department will be working with Lincoln to determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB1014. No further action is required by Lincoln to be determined as the eligible recipient under LB1014.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Lincoln have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities to make necessary investments in water, sewer, or broadband infrastructure. The rule creates limitations on certain investments in water infrastructure but does provide for eligibility for drinking water projects needed to support increased population. Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 if the following conditions are met: (A) The project is needed to support increased population, with need assessed as of the time the project is undertaken; (B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; (C) The project is a cost-effective means for achieving the desired level of service; and (D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life. 31 CFR § 35.6(e)(1)(v).

Drinking Water State Revolving Fund projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency (“EPA”) under 40 CFR § 35.3520 are also eligible, provided that: (A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and (B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line. 31 CFR § 35.6(e)(1)(iii).

Expenditures by Lincoln consistent with the limitations expressed in LB1014 and the eligibility criteria described above would be eligible uses of the funds. To be allowable, all costs charged to the award or applied to the cost-share must be reasonable in nature and amount and allocable to the award. Eligible costs are limited by LB1014 to:

- Cost for water treatment plant
- Land acquisition
- Acquiring permits
- A wellfield
- Pumping
- Transportation of water

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

PROJECT GOALS FOR PROGRAM 319 – Water Projects:

Project #1:

The purpose of this program is as follows (excerpt from LB814, 2023):

There is included in the appropriation to this program for FY2023-24 \$177,200,000 Federal Funds to provide a grant to a city of the primary class that utilizes more than thirty million gallons per day of water to be used for the design, construction, and implementation of additional water supply projects, which shall only be used for such purpose. Eligible project costs shall include, but not be limited to, costs for a water treatment plant, land acquisition, acquiring permits, a wellfield, pumping, and transportation of water over twenty-five miles for the purpose of providing potable water to the city. The Department of Natural Resources may award a grant to a city of the primary class based on criteria and procedures established by the department.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB814 and determined that the City of Lincoln (“Lincoln”) is the only eligible applicant for these funds. The Department will be working with Lincoln to modify their existing contract (funds received from LB1014, 2022), and determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB814. No further action is required by Lincoln to be determined as the eligible recipient under LB814.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [31 CFR Part 35 RIN 1505-AC77]. The Secretary of the Treasury (“Treasury”) adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the Infrastructure Investment and Jobs Act in the fall of 2021 (“IIJA”). The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Lincoln have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities to make necessary investments in water, sewer, or broadband infrastructure. The rule creates limitations on certain investments in water infrastructure but does provide for eligibility for drinking water projects needed to support increased population. Projects of the type that meet the eligibility requirements of 40 CFR § 35.3520 if the following conditions are met: (A) The project is needed to support increased population, with need assessed as of the time the project is undertaken; (B) The project is designed to support no more than a reasonable level of projected increased need, whether due to population growth or otherwise; (C) The project is a cost-effective means for achieving the desired level of service; and (D) The project is projected to continue to provide an adequate level of drinking water over its estimated useful life. 31 CFR § 35.6(e)(1)(v).

Drinking Water State Revolving Fund projects or activities of the type that meet the eligibility requirements of section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) as implemented by the regulations adopted by the Environmental Protection Agency (“EPA”) under 40 CFR § 35.3520 are also eligible, provided that: (A) The recipient is not required to comply with the limitation under 40 CFR § 35.3520(c)(2) to acquisitions of land from willing sellers or the prohibition under 40 CFR § 35.3520(e)(6) on uses of funds for certain Tribal projects; and (B) In the case of lead service line replacement projects, the recipient must replace the full length of the service line and may not replace only a partial portion of the service line. 31 CFR § 35.6(e)(1)(iii).

Expenditures by Lincoln consistent with the limitations expressed in LB814 and the eligibility criteria described above would be eligible uses of the funds. To be allowable, all costs charged to the award or applied to the cost-share must be reasonable in nature and amount and allocable to the award. Eligible costs are limited by LB814 to:

- Cost for water treatment plant
- Land acquisition
- Acquiring permits
- A wellfield
- Pumping
- Transportation of water

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
October 1-December 31	January 31
January 1-March 31	April 30
April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure

- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

Project #2:

The purpose of this program is as follows (excerpt from LB814, 2023):

There is included in the appropriation to this program for FY2023-24 \$2,000,000 Federal Funds to provide a grant to a city of the first class located in the first congressional district that is constructing riverfront improvement projects, including water recreational facilities, arts and entertainment facilities, and other projects associated with riverfront improvement.

GUIDELINES FOR ELIGIBLE FUND RECIPIENTS:

The Department has reviewed the eligibility criteria established in LB814 and determined that the City of Norfolk (“Norfolk”) is the only eligible applicant for these funds. The Department will be working with Norfolk to determine total project costs and the specific expenditures that will be planned for these funds within the limitations established in LB814. No further action is required by Norfolk to be determined as the eligible recipient under LB814.

ELIGIBILITY CRITERIA UNDER ARPA:

The Department has reviewed the final rule published by the Department of The Treasury [35 CFR Part 35 RIN 1505-AC77]. The Treasury adopted as final the interim final rule published on May 17, 2021, with amendments. This rule has been revised, based in part, on provisions of the IJA in the fall of 2021. The provisions of the final rule reviewed by the Department are effective as of April 1, 2022. The eligibility for the expenditures of Norfolk have been reviewed in the context of this rule.

The final Treasury rule provides for opportunities for responding to the negative economic impacts of the COVID-19 public health emergency for purposes including a program, service,

capital expenditure or other assistance that is provided to a disproportionately impacted household, population, or community, including: investments in communities to promote improved health outcomes and public safety such as parks and recreation facilities and facilities and equipment related to the provision of these services to the disproportionately impacted household, population, or community. 31 CFR § 35.6(b)(3)(ii)(A)(11). The final rule specifies the following households and communities are presumed to be disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts: households and populations residing in a qualified census tract and low-income households and populations. 31 CFR § 35.6(b)(2)(iii)(A). Per the United States Census Bureau, 12.9% of persons within the City of Norfolk have income below the poverty level which is higher than rest of the state at 10.8%. The City of Norfolk also contains parts of two Qualified Census Tracts, as designated by the U.S. Department of Housing and Urban Development: Census Tract 9607 in the north and northeastern portion of Norfolk, and Census Tract 9611 in the southern portion of Norfolk.

REPORTING AND FUND ADMINISTRATION:

Quarterly Reporting:

Recipients are required to submit financial and programmatic reports to the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

Reporting Period	Report Due Date
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April 1-June 30	July 31
July 1-September 30	October 31

Other Required information to report:

Obligations and Expenditures: Once a project is entered the recipient will be able to report on the project’s obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditure
- Cumulative expenditure

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

Program Income: Recipients should report the program income earned and expended to cover eligible project costs, if applicable.

In addition, because SLFRF funds must be obligated by December 31, 2024, and recipients must expend all funds under the award no later than December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of SLFRF funds obligated and expended and when such funds were obligated and expended.

CONTACT INFORMATION:

For questions regarding the contents of this guidance document, please contact Jesse Bradley jesse.bradley@nebraska.gov or (402-219-1357).

ATTACHMENT B
SCOPE OF WORK
FOR
PROJECTS ASSOCIATED WITH JOHNSON PARK AND NORTH FORK RIVER
IMPROVEMENT PROJECT

1. Scope of Work

- a. The scope of work for the Project includes the following projects associated with the Johnson Park and North Fork River Improvement Project

PROJECT	AMOUNT
Group 1 (items with completed design and currently under construction)	
Whitewater park	Item not scoped
Restroom	Item not scoped
Parking lot	Item not scoped
Group 2 (items with completed design)	
Outdoor ice rink with refrigerated ice/doubles as basketball court in the summer	\$265,000.00
Splash pad/fountain	\$425,000.00
Traditional playground	Item not scoped
Trails throughout with lighting	Item not scoped
Amphitheater	Item not scoped
Pedestrian bridge	\$475,000.00
Park grading	Item not scoped
Streetside parking along North Oak and East Prospect	Item not scoped
Shelters, benches, and trash cans	Item not scoped
Electrical and plumbing	Item not scoped
Group 3 (items that still need to be designed)	
Wayfinding signs and markers	\$60,000.00
Landscaping	\$50,000.00
Nature playground	\$325,000.00
Gatehouse improvements	\$100,000.00
Concessions area and second restroom	\$300,000.00
TOTAL	\$2,000,000.00

2. Schedule

- a. Group 1 has started and is expected to be completed by the end of Fall 2023
- b. Group 2 is expected to start Summer 2023 and be completed by Spring 2024
- c. Group 3 is expected to be designed in Fall 2023 and completed in Summer 2024

ORDINANCE NO. 5845

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING TO PAY THE COST OF STREET IMPROVEMENTS IN PAVING DISTRICT NOS. 520 & 521, SEWER IMPROVEMENTS IN SEWER EXTENSION DISTRICT NO. 255 AND WATER IMPROVEMENTS IN WATER EXTENSION DISTRICT NO. 128, PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION VARIOUS PURPOSE BONDS OF THE CITY; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE THE CITY'S GENERAL OBLIGATION VARIOUS PURPOSE BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID NOTES WITHIN STATED PARAMETERS; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE NOTES; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Mayor and Council hereby find and determine that the City of Norfolk, Nebraska (the "City") has by ordinance created Paving District Nos. 520 & 521, Sewer Extension District No. 255 and Water Extension District No. 128; that the City is authorized to construct improvements in said districts (together, the "Project"); that for purposes of paying the costs of the Project the City is authorized to issue temporary financing pursuant to Section 16-623, 16-626, and 19-2405, R.R.S. Neb. 2012, as amended; that the City has contracted for the Project; that the estimated cost for work and other related costs in said districts and requiring financing as described above is not less than \$3,303,779.00.

Section 2. The Mayor and Council further find and determine that it is therefore necessary and advisable that the City issue its notes pending permanent financing pursuant to Sections 18-1801 and 18-1802, R.R.S. Neb. 2012, as amended; that pursuant to Section 10-137, R.R.S. Neb. 2012, the City is authorized to issue notes for the purpose of providing temporary financing for the costs of the improvements in said districts and payment of the cost of issuing the notes herein authorized; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of bond anticipation notes in the aggregate amount of not to exceed \$3,800,000 to pay such total estimated costs in said districts do exist and have been done as required by law.

Section 3. For the purpose of providing interim financing for the purposes as set out in Section 1 pending the issuance of permanent general obligation various purpose bonds by the City of Norfolk, there shall be and there are hereby ordered issued notes of the City of Norfolk, Nebraska, to be known as General Obligation Bond Anticipation Notes, Series 2023 (the “Notes”), of the aggregate principal amount of not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000), with said notes to become due no later than three years from the date of original issue, provided, that the Notes shall mature on such dates and in such amounts and bear interest at such rates per annum as shall be determined in a written designation (the “Designation”) signed by the Mayor or the City Treasurer (each, an “Authorized Officer”) on behalf of the City, which Designation may also determine or modify the principal amount or maturity date of the Notes, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

- (a) the aggregate principal amount of the Notes shall not exceed \$3,800,000 but may be reduced in principal amount;
- (b) the true interest cost on the Notes shall not exceed 5.75%;

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

The Notes shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Notes shall be the date of delivery thereof. Interest on the Notes shall be payable semiannually on March 15 and September 15 of each year commencing March 15, 2024 (or such other date or dates as provided in the Designation, each of said dates an “Interest Payment Date”), and the Notes shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding such Interest Payment Date (the “Record Date”), subject to the provisions of Section 5 hereof. The Notes shall be numbered from 1 upwards in the order of their issuance. The initial numbering and principal amounts for each of the Notes shall be designated by the City Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Notes prior to maturity or early

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

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

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

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

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

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

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

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

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

The City hereby certifies and warrants that it has taken all actions necessary and appropriate for authorization of the construction of said improvements and agrees that the notes of this issue are special obligations of the City to be paid from the proceeds of bonds to be issued by the City, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other available funds. The City reserves the right to issue additional bond anticipation notes to pay additional costs of said improvements or other improvements or to pay or redeem the notes of this issue.

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

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

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

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

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

THE CITY OF NORFOLK, NEBRASKA

(SEAL)

By: (Sample - Do not sign)

ATTEST:

Mayor

(Sample - Do not sign)
City Clerk

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

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

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

(FORM OF ASSIGNMENT)

For value received, _____ hereby sells, assigns and transfers unto _____, (Social Security or Taxpayer I.D. No. _____) the within note and hereby irrevocably constitutes and appoints

_____, attorney, to transfer the same on the books of registration in the office of the within-mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____

Registered Owner(s)

Signature Guaranteed
By _____

Authorized Officer

Note: The signature(s) of this assignment MUST CORRESPOND with the name(s) as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 9. Each of the Notes shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Notes shall be issued initially as "book-entry-only" notes using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers of the City are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (including in blanket form and counterparts), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Notes. Upon the issuance of the Notes as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Notes as securities depository (each, a "Note Participant") or to any person who is an actual purchaser of a Note from a Note Participant while the Notes are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Note Participant with respect to any ownership interest in the Notes,

(ii) the delivery to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Notes, including any notice of redemption, or

(iii) the payment to any Note Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Notes.

The Paying Agent and Registrar shall make payments with respect to the Notes only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Notes to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Note, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Notes requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Notes or (ii) to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging such Notes shall designate.

(c) If the City determines that it is desirable that certificates representing the Notes be delivered to the Note Participants and/or Beneficial Owners of the Notes and so notifies the Paying

Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Note Participants of the availability through the Depository of note certificates representing the Notes. In such event, the Paying Agent and Registrar shall issue, transfer and exchange note certificates representing the Notes as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this ordinance to the contrary, so long as any Note is registered in the name of the Depository or any nominee thereof, all payments with respect to such Note and all notices with respect to such Note shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Notes may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Notes may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Note unless and until such partially redeemed Note has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Note as is then outstanding and all of the Notes issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of note certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement note certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of note certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Note shall cease to be such officer before the delivery of such Note (including any note certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Note. The Notes shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Notes shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the

Notes, they shall be delivered to the City Treasurer, who is authorized to deliver them to Piper Sandler & Co. (the “Underwriter”), as initial purchaser thereof, upon receipt of not less than 99.50% of the principal amount thereof, plus accrued interest, if any, to date of payment and delivery thereof. Said initial purchasers shall have the right to direct the registration of the Notes and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver a Note Purchase Agreement for and on behalf of the City. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Notes, including, without limitation, authorizing the release of the Notes at closing.

Section 10. The City Clerk is hereby directed to make and certify a transcript of the proceedings of the City precedent to the issuance of said Notes which shall be delivered to the purchaser of said Notes.

Section 11. The City hereby covenants and agrees to take all steps necessary for the completion of the improvements described in Section 1 hereof in such a manner that upon completion the City will be authorized to issue and sell its General Obligation Various Purpose Bonds or other bonds to pay the costs of said improvements and hereby covenants and agrees to issue and sell its General Obligation Various Purpose Bonds or other bonds in a sufficient amount and at such times as will enable it to take up and pay off the Notes herein ordered issued, both principal and interest, at or prior to maturity, to the extent not paid from a levy of special assessment as provided in Section 19-2407, Reissue Revised Statutes of Nebraska, 2012, or from other sources. The City reserves the right to issue additional bond anticipation notes for the purpose of paying further costs of the improvements described in Section 1 for the purpose of paying costs of further public improvements of the City and further reserves the right to issue such notes for purposes of paying or refunding the Notes herein authorized at or prior to maturity.

Section 12. The proceeds of the Notes of this issue shall be used to pay for the Project (including payment for interest on the Notes) and to pay issuance expenses for the Notes. The officers of the City (or any one or more of them) are hereby authorized to take all actions deemed necessary in connection with the issuance of the Notes.

Section 13. The holders of the Notes of this issue shall be subrogated to all rights of the holders of any claims which are paid from the proceeds of said Notes.

Section 14. The City hereby covenants to the purchasers and holders of the Notes hereby authorized that it will make no use of the proceeds of said Note issue, including monies held in any sinking fund for the Notes, which would cause the Notes to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Notes. The City hereby designates the Notes as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest-bearing obligations aggregating in principal amount more than \$10,000,000 during calendar 2023 (taking into consideration the exception for current refunding issues).

Section 15. In accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”) promulgated by the Securities and Exchange Commission, the City, being the only “obligated person” with respect to the Notes, agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format as prescribed by the MSRB:

(a) not later than seven months after the end of each fiscal year of the City (the “Delivery Date”), financial information or operating data for the City of the type accompanying the audited financial statements of the City entitled “Management’s Discussion and Analysis” (“Annual Financial Information”);

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Notes:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;

(7) modifications to rights of the holders of the Notes, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Notes, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information or audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Notes (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Notes remain outstanding.

Section 16. Each of the Authorized Officers is hereby authorized to approve, on behalf of the City, an official statement (which may include preliminary and final) relating to the Notes. Such official statement shall be delivered in accordance with applicable securities laws.

Section 17. In order to promote compliance with certain federal tax and securities laws relating to the Notes herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 18. This ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED this ___ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(SEAL)

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

EXHIBIT "A"
POLICY AND PROCEDURES

[SEE ATTACHED]

**Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds**

ISSUER NAME: The City of Norfolk, in the State of Nebraska
COMPLIANCE OFFICER (BY TITLE): Finance Officer/Treasurer

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),

- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
 - (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer’s continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the “Continuing Disclosure Obligations”), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer’s bonds or relating to the Issuer’s Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the “Code”) and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-

financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

SOURCES AND USES OF FUNDS

City of Norfolk City of Norfolk Street BANs Series 2023

Sources:

<hr/>	
Bond Proceeds:	
Par Amount	3,695,000.00
	<hr/>
	3,695,000.00
	<hr/> <hr/>

Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	3,303,778.58
Other Fund Deposits:	
Capitalized Interest Fund	364,983.89
Delivery Date Expenses:	
Cost of Issuance	5,542.50
Underwriter's Discount	<hr/> 18,475.00
	24,017.50
Other Uses of Funds:	
Additional Proceeds	2,220.03
	<hr/>
	3,695,000.00
	<hr/> <hr/>

**APPLICATION FOR TEMPORARY
WAIVER OF SUBDIVISION REQUIREMENTS**

For Office Use Only	Date Filed	7-19-23
	Fee	\$ 250.00
	Rec'd by	KP

Section 1:

Applicant: CLAUSEN AIR INC 711 S 37th
Name Address
402-649-3261 marty@clausenair.com
Phone Email

Contact: MARTY CLAUSEN 1900 S 37th
(other than Name Address
Applicant) Phone Email
402-640-2846

Years Requested: _____

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 711 S 37th

Legally described as BAMFORD BUSINESS PARK SUB-DIV
590273722

And zoned as _____

Section of subdivision regulations waiver is for WEST SIDE OF PROPERTY

Explain the nature of the request and hardship DRAINAGE DITCH NORTH SIDE
OF PROPERTY

Provide a sketch with this application including the application area, existing and proposed structures, appropriate dimensions, and any other pertinent information.

Marty Clausen
Signature of Owner

Authorized Agent

OR

MARTY CLAUSEN
Printed Name of Owner

Printed Name of Authorized Agent

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

August 8, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On August 8, 2023 the Norfolk Planning Commission reviewed the waiver of subdivision requirements submitted by Clausen Air, Inc.

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 711 S. 37th St.

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

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-52

WHEREAS, Clausen Air Holdings, LLC, a Nebraska Limited Liability Company, 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 711 S 37th St., and

WHEREAS, the Norfolk Planning Commission, on the 8th day of August, 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 Clausen Air Holdings, LLC is approved for a temporary waiver from sidewalk installation requirements detailed in the Subdivision Regulations of the Norfolk City Code, at property located at 711 S. 37th St. and more particularly described as:

BRADFORD BUSINESS PARK SUBDIVISION LOT 7 to the City of Norfolk, Madison County, Nebraska.

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 }
County of Madison } ss

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

ADDENDUM TO INTERLOCAL AGREEMENT FOR FUNDING

THIS ADDENDUM AGREEMENT is made this _____ day of _____, 2023, by and between Madison County, Nebraska, A Political Subdivision of the State of Nebraska, hereinafter referred to as "COUNTY", and City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, COUNTY and CITY entered into an Interlocal Agreement for Funding dated May 20, 2013, herein referred to as the "original agreement" and attached hereto as Exhibit "1" for the purpose of continuing their cooperation in economic development matters; and

WHEREAS, the parties desire to amend the terms of the original agreement related to the funding amount to be contributed by the parties, to establish an amount to be maintained in the operating fund at the end of CITY's fiscal year, and to establish guidelines for the management of reserve operating funds.

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

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

"2. All services provided by CITY pursuant to this Agreement shall be done at the direction and under the specific control and supervision of CITY's Economic Development Director who shall be responsible for administering the cooperative undertaking between COUNTY and CITY."

2. That paragraph 6 of the original agreement be amended to read as follows:

"6. Funding. COUNTY and CITY shall fund economic development based on CITY's fiscal year, which begins on October 1 and ends on September 30, as follows:

A. COUNTY and CITY shall each contribute \$150,000.00 into CITY's Economic Development Operating Fund for CITY's 2023-24 fiscal year. Said sums shall be paid to CITY and deposited into said operating fund by December 1, 2023. CITY will utilize the existing reserve balance in the operating fund for any expenditures over the \$300,000.00 annual revenue amount with a goal to reduce the reserve balance to \$100,000.00 or less.

B. COUNTY and CITY shall each contribute \$200,000.00 into CITY's Economic Development Operating Fund for CITY's 2024-25 fiscal year, PROVIDED HOWEVER, that if the operating fund balance exceeds \$100,000.00 at the time the contributions are due, each party's contribution shall be reduced by one-half of the amount of overage.

Said contribution amounts shall be paid to CITY and deposited into its Economic Development Operating Fund by December 1, 2024.

- C. For CITY's 2025-26 fiscal year and subsequent fiscal years, the annual contribution amount of the parties shall be increased by 3% annually, effective from the start of the 2025-26 fiscal year based on the \$200,000.00 funding amount from the 2024-25 fiscal year. The increased funding amount for all subsequent years will be calculated based on the previous year's calculated funding amount before any reductions. In the event the operating fund balance exceeds \$100,000.00 at the time any contributions are due, each party's contribution shall be reduced by one-half of the amount of overage. Annual contributions for all subsequent years shall be made by COUNTY and CITY to the Economic Development Operating Fund by December 1 of each year."

3. That paragraph 8 of the original agreement be amended to read as follows:

"8. Termination. Either party may terminate this Agreement at any time by giving the other party sixty (60) days' written notice of its intent to terminate."

4. That paragraphs 10 and 11 be added to the original agreement to read as follows:

"10. Fund Balance: A balance in CITY's Economic Development Operating Fund will be maintained to ensure financial stability and flexibility for economic development initiatives. The balance shall not exceed \$100,000.00 at the end of CITY's fiscal year after subtracting accounts payable. The drawdown of the fund balance shall be carried out in a prudent and responsible manner, taking into consideration the economic development operational needs.

11. Reporting Requirements:

- A. CITY's Economic Development Director will provide an annual report in person to the Madison County Commissioners in May or June of each year.
- B. CITY's Economic Development office shall also provide quarterly expenditure reports to both COUNTY and CITY. These reports shall detail the expenditures made during each quarter and the overall fund balance.
- C. CITY's Economic Development office shall provide a written overview of the activities performed during each quarter. This overview may include progress updates, milestones achieved, challenges faced, and any other relevant information. The quarterly

overview shall be submitted in January, April, May/June (annual report), and October.

- D. CITY shall provide COUNTY with a link to an electronic copy of CITY's audited annual comprehensive financial report within sixty (60) days of completion.
- E. CITY's Economic Development Director shall notify COUNTY's officials of any irregularities or concerns related to findings in CITY's audited annual comprehensive financial report or any irregularities or concerns related to general operations within CITY's Economic Development Department within three (3) days of learning such information.

5. It is expressly agreed by and between the parties that this Addendum Agreement is supplemental to the original agreement to which this Addendum is attached, and all the terms, conditions, and provisions of the original agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten, incorporated and included herein. This Addendum, together with the original Interlocal Agreement, constitutes the entire understanding between the parties hereto relating to the subject matter hereof and supersedes all prior oral or written agreements, understandings, or representations.

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

MADISON COUNTY, NEBRASKA,
A Political Subdivision of the State of
Nebraska

ATTEST:

Anne M. Pruss, County Clerk

By _____
Chairman, Board of Commissioners
Printed Name: _____

Approved as to form: _____
Joseph Smith, County Attorney

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

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

EXHIBIT "1"

INTERLOCAL AGREEMENT
FOR FUNDING

THIS AGREEMENT is made and entered into this 20 day of May, 2013, by and between Madison County, Nebraska, a Political Subdivision of the State of Nebraska, hereinafter referred to as "COUNTY", and City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, COUNTY and CITY have historically cooperated and worked together in issues related to economic development; and

WHEREAS, COUNTY and CITY desire to continue their cooperation in economic development matters; and

WHEREAS, COUNTY has a fiscal budget year beginning July 1 of each year; and

WHEREAS, CITY has a fiscal budget year beginning October 1 of each year; and

WHEREAS, for COUNTY's fiscal year which began July 1, 2011 and CITY's fiscal year which began October 1, 2011, each party budgeted \$100,000.00 to support economic development through Elkhorn Valley Economic Development Council; and

WHEREAS, sometime after July 1, 2011, COUNTY actually paid said \$100,000.00 to Elkhorn Valley Economic Development Council, however, CITY did not make payment to Elkhorn Valley Economic Development Council; and

WHEREAS, during COUNTY's 2011-12 fiscal year and CITY's 2011-12 fiscal year, there was a change in the way COUNTY and CITY cooperated in economic development matters which involved the cessation of funding for Elkhorn Valley Economic Development Council from COUNTY and CITY for fiscal years after 2011-12; and

WHEREAS, CITY hired an economic development director in May of 2012 who began performing the economic development function for the community that had previously been conducted by Elkhorn Valley Economic Development Council; and

WHEREAS, on May 1, 2012, at the time CITY began performing the economic development function for the community, Elkhorn Valley Economic Development Council held unexpended funds received from COUNTY's 2011-12 payment to Elkhorn Valley Economic Development Council; and

WHEREAS, on May 1, 2012, Elkhorn Valley Economic Development Council did not hold any unexpended funds derived from CITY; and

WHEREAS, contributions (whether originating from COUNTY or CITY) to CITY's economic development program are kept in CITY's Economic Development Operating Fund; and

WHEREAS, on August 9, 2012, Elkhorn Valley Economic Development Council transferred to CITY's Economic Development Operating Fund the amount of \$32,645.27 which represented unexpended COUNTY monies previously paid to Elkhorn Valley Economic Development Council from the 2011-12 fiscal year; and

WHEREAS, on May 30, 2012, CITY transferred \$100,000.00, which funds were the 2011-12 budgeted economic development funds, to its Economic Development Operating Fund; and

WHEREAS, for COUNTY's fiscal year starting July 1, 2012 and CITY's fiscal year starting October 1, 2012, each party budgeted \$100,000.00 for placement in CITY's Economic Development Operating Fund; and

WHEREAS, on March 29, 2013, CITY made its \$100,000.00 contribution to the Economic Development Operating Fund for CITY's 2012-13 fiscal year and COUNTY has not made its contribution for COUNTY's 2012-13 fiscal year; and

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

1. COUNTY agrees to fund economic development in the amount of One Hundred Thousand Dollars (\$100,000.00) for fiscal year 2012-2013 which sum shall be paid to CITY and deposited into its Economic Development Operating Fund before June 30, 2013. CITY shall develop a budget and use all funds for the purpose of encouraging immigration, new industries and investment and to conduct and carry on a publicity campaign to include but not be limited to exploiting and advertising the various agricultural, horticultural, manufacturing, commercial and other resources, including utility services, all in accordance with Section 13-315, N.R.S. 1943 (Reissue 2007), a copy of which is attached hereto and marked as Exhibit "A".

2. All services provided by CITY pursuant to this Agreement shall be done at the direction and under the specific control and supervision of CITY's Economic Development Director who shall be responsible for administering the cooperative undertaking between COUNTY and CITY. CITY's Economic Development Director shall provide COUNTY with an annual report of activities.

3. All real and personal property acquired as part of the cooperative undertaking between COUNTY and CITY shall belong to CITY.

4. CITY agrees to hold COUNTY harmless and indemnify COUNTY from any loss or damage or claim of loss by any third party from damage that results during the activities authorized or undertaken as provided in this Agreement.

5. The original term of this Agreement shall be for the fiscal year October 1, 2012 through September 30, 2013. The Agreement shall be extended for additional one-year periods from October 1, 2013 until terminated as provided herein. Funding payments for additional one-year periods shall be made by COUNTY and CITY to the Economic Development Operating Fund in October of subsequent years.

6. COUNTY and CITY shall fund economic development by each budgeting \$150,000.00 for their respective 2013-14 fiscal years. For fiscal year 2014-15 and subsequent years, COUNTY and CITY shall each budget \$150,000.00 plus an amount not to exceed the percentage increase in the "Consumer price index for all urban consumers: all items, not seasonally adjusted" (CPIAUCNS) from the March 1, 2013 index of 232.73 to March 1 of the year immediately preceding the start of the fiscal year being budgeted for, or other amount as agreed by the parties.

7. CITY shall provide COUNTY with CITY's audited financial statements for any period during which CITY expends funds originating from COUNTY.

8. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' written notice of its intent to terminate.


9. Upon termination of this Agreement, any remaining unspent funds may be utilized for the payment of any authorized expenditures which accrued prior to termination but which have not yet been paid. Unless a new agreement is put into place, one-half (1/2) of any remaining funds at the termination of this Agreement shall be returned to COUNTY so long as both parties have made their respective contributions for the current year.

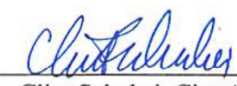
IN WITNESS WHEREOF, the parties have executed the foregoing Agreement in duplicate the day and year first above written.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation,

ATTEST:


Elizabeth A. Deck, City Clerk


Sue Fuchtmann, Mayor

Approved as to form: 
Clint Schukei, City Attorney



MADISON COUNTY, NEBRASKA, a Political
Subdivision of the State of Nebraska





Lee Klein, Chairman, Board of Commissioners

ATTEST:



Nancy Scheer, County Clerk

Approved as to form: _____
Joseph Smith, County Attorney

13-315 Appropriation or expenditure; purposes; method; limitation.

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited by law.

Source:

Laws 1921, c. 187, § 1, p. 699; C.S.1922, § 4392; C.S.1929, § 18-1201; R.S.1943, § 18-1401; Laws 1969, c. 103, § 1, p. 478; Laws 1972, LB 1261, § 1; Laws 1979, LB 187, § 75; Laws 1980, LB 599, § 5; R.S.1943, (1983), § 18-1401; Laws 1991, LB 840, § 24; Laws 1992, LB 719A, § 30.

EXHIBIT "A"

ORDINANCE NO. 5846

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING PERMIT FEES; TO UPDATE WATER, SEWER AND WASTEWATER RATES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 2-5 of the Official City Code be and the same are hereby amended to read as follows:

Sec. 2-5. Schedule of Fees.

(a) As used in this section:

Category 1 group shall mean a group physically located or having its principal place of business physically located within the city and its zoning jurisdiction.

Category 2 group shall mean a group physically located or having its principal place of business physically located outside of the city and its zoning jurisdiction.

In the event the description of any fee appearing in the Schedule of Fees in subsection (b) is inconsistent with the wording of the corresponding Code section, the wording of the Code section shall be deemed to control.

(b) Schedule of Fees:

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Ambulance Fees	Basic life support, non-emergency.	2-2	\$600.00	11/1/2022
Ambulance Fees	Basic life support, emergency.	2-2	\$775.00	11/1/2022
Ambulance Fees	Basic life support, assist only.	2-2	\$100.00	9/1/2015
Ambulance Fees	Advanced life support (1), non-emergency.	2-2	\$700.00	10/1/2019
Ambulance Fees	Advanced life support (1), emergency (one or two ALS interventions).	2-2	\$925.00	11/1/2022
Ambulance Fees	Advanced life support (2), emergency (at least three different medications/procedures).	2-2	\$1,200.00	11/1/2022
Ambulance Fees	Advanced life support, assist only.	2-2	\$250.00	10/1/2019
Ambulance Fees	Specialty care transport (inter-hospital service beyond scope of paramedic).	2-2	\$950.00	10/1/2019
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits from 1 to 17 miles. Not including basic life support assistance or advanced life support assistance.	2-2	\$18.00	11/1/2022
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits from 18-50 miles. Not including basic life support assistance or advanced life support assistance.	2-2	\$16.00	11/1/2022
Ambulance Fees	Fee per mile loaded outside Norfolk corporate city limits for 50+ miles. Not including basic life support assistance or advanced life support assistance.	2-2	\$14.00	11/1/2022
Blighted Property	Processing fee to declare real property blighted.	2-3	\$100.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 7-10 times within a permit year, per occurrence.	2.5-5(a)	\$25.00	11/1/2022
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 11-15 times within a permit year, per occurrence.	2.5-5(a)	\$50.00	11/1/2022
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 16-20 times within a permit year, per occurrence.	2.5-5(a)	\$75.00	11/1/2022
Alarm Systems	False alarms (with current permit on file), not including fire alarms, occurring 21 or more times within a permit year, per occurrence.	2.5-5(a)	\$100.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 1-6 times within any 12-month period, per occurrence.	2.5-5(a)	\$25.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 7-10 times within any 12-month period, per occurrence.	2.5-5(a)	\$50.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 11-15 times within any 12-month period, per occurrence.	2.5-5(a)	\$75.00	11/1/2022
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 16-20 times within any 12-month period, per occurrence.	2.5-5(a)	\$100.00	11/1/2022

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alarm Systems	False alarms (without current permit on file), not including fire alarms, occurring 21 or more times within any 12-month period, per occurrence.	2.5-5(a)	\$125.00	11/1/2022
Alarm Systems	Fire false alarms occurring 7-10 times within a permit year, per occurrence.	2.5-5(b)	\$150.00	
Alarm Systems	Fire false alarms occurring 11-15 times within a permit year, per occurrence.	2.5-5(b)	\$500.00	
Alarm Systems	Fire false alarms occurring 16 or more times within a permit year, per occurrence.	2.5-5(b)	\$630.00	
Alcoholic Beverage Occupation Taxes	Manufacturer of alcohol and spirits.	3-27(a)	\$2,000.00	
Alcoholic Beverage Occupation Taxes	Manufacturer of beer.	3-27(a)	Same as license	
Alcoholic Beverage Occupation Taxes	Manufacturer of wine.	3-27(a)	\$500.00	
Alcoholic Beverage Occupation Taxes	Alcoholic liquors distributor.	3-27(a)	\$1,500.00	
Alcoholic Beverage Occupation Taxes	Beer distributor.	3-27(a)	\$1000.00	
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption on the premises.	3-27(a)	\$200.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alcoholic Beverage Occupation Taxes	Retailer of beer only, for consumption off the premises.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises and off the premises.	3-27(a)	\$600.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption off the premises.	3-27(a)	\$400.00	
Alcoholic Beverage Occupation Taxes	Retailer of alcoholic liquors for consumption on the premises.	3-27(a)	\$500.00	
Alcoholic Beverage Occupation Taxes	Special designated permit, per day.	3-27(a)	\$80.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 1.	3-27(a)	\$10.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 2.	3-27(a)	\$50.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 3.	3-27(a)	\$100.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 4.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Non-beverage user: Class 5.	3-27(a)	\$500.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Alcoholic Beverage Occupation Taxes	Catering permit for Class C, D or I licensees.	3-27(a)	\$200.00	
Alcoholic Beverage Occupation Taxes	Bottle club.	3-27(a)	\$500.00	
Animals and Fowl	Animal impoundment fee for returned loose animals.	4-6	\$10.00	
Animals and Fowl	Dog and cat pet licenses.	4-11	Free	
Animals and Fowl	Daily boarding fee, payable along with impoundment fee.	4-25	\$5.00	
Animals and Fowl	First violation per owner or animal, payable along with impoundment fee.	4-25	\$15.00	
Animals and Fowl	Second violation per owner or animal, payable along with impoundment fee.	4-25	\$20.00	
Animals and Fowl	Third violation per owner or animal, payable along with impoundment fee.	4-25	\$30.00	
Bicycles and Scooters	Bicycle registration.	5-2(b)	Free	11/1/2022
Bicycles and Scooters	Duplicate bicycle registration.	5-2(b)	Free	11/1/2022
Bicycles and Scooters	Motor scooter (gas/electric) registration.	5-25(c)	\$5.00	
Bicycles and Scooters	Duplicate scooter (gas/electric) registration.	5-25(c)	\$5.00	
Bicycles and Scooters	Release from impoundment (not inclusive of towing or removal fees).	5-27(c)	\$25.00	
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in first year of 3-year registration cycle).	6-38 6-40	\$150.00	12/1/2020

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in second year of 3-year registration cycle)	6-38 6-40	\$100.00	12/1/2020
Building (General) Contractor Registration Fees	Issuance of general building contractor's registration (issued in third year of 3-year registration cycle).	6-38 6-40	\$50.00	12/1/2020
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: ground floor and above.	6-18 6-162	\$0.024 \$0.025	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per square foot for new construction and additions: basement	6-18 6-162	\$0.17 \$0.175	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per finished square foot for new construction and additions: attached garage.	6-18 6-162	\$0.135 \$0.14	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per finished square foot for basement finish or remodel.	6-18 6-162	\$0.20 \$0.205	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per square foot for unfinished and accessory structures: detached garages, accessory buildings, decks and warehouses.	6-18 6-162	\$0.17 \$0.175 up to 100,000 sq. ft. and \$0.01 for each additional sq. ft.	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per foot of height for new communication towers.	6-18 6-162	\$6.00 \$6.18	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee per foot of height to co-locate on a tower.	6-18 6-162	\$3.00 \$3.09	11/1/2022 (date of ordinance)
Building Permit Fees	Permit fee to locate a manufactured home in a mobile home park.	6-18 6-162	\$120.00 \$123.00	11/1/2022 (date of ordinance)
Building Permit Fees	Permit fee to install an in-ground swimming pool.	6-18 6-162	\$120.00 \$123.00	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Building Permit Fees	Building permit fee to install a sign from 0-99 sq. ft.	6-18	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee to install a sign from 100-199 sq. ft.	6-18	\$60.50 \$62.30	11/1/2022 (date of ordinance)
Building Permit Fees	Building permit fee to install a sign from 200-300 sq. ft.	6-18	\$120.00 \$123.00	11/1/2022 (date of ordinance)
Building Permit Fees	Demolition permit	6-18 6-162	\$50.00 \$51.50	11/1/2022 (date of ordinance)
Building Permit Fees	Miscellaneous/minimum permit fee.	6-18 6-162	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Building Permit Fees	Permit fee when work commences prior to permit application.	6-18 6-162	Triple normal permit fee	
Building Permit Fees	Re-inspection fee for third and subsequent re-inspection.	6-18 6-162	\$57.75 \$59.50	11/1/2022 (date of ordinance)
Building Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development.	6-18	\$500.00 + publication and court reporter costs	12/1/2020
Electrical Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-57	\$500.00 + publication and court reporter costs	12/1/2020
Electrical Contractor Registration Fees	First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in first year of 2-year registration cycle).	6-71	\$125.00	10/3/2016

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Electrical Contractor Registration Fees	First time issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration (issued in second year of 2-year registration cycle).	6-71	\$75.00	12/1/2020
Electrical Contractor Registration Fees	Renewal issuance of State of Nebraska electrical contractor, Class B electrical contractor, Class A master electrician, Class B master electrician, special electrician, or a fire alarm installer's registration.	6-71	\$100.00	12/1/2020
Electrical Permit Fees	Electrical permit fee based on valuation of work to be completed from \$1.00 - \$1,500.00.	6-94	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Electrical Permit Fees	Electrical permit fee for work valued between \$1,501.00 and \$34,000.00. Permit cost calculated at \$5.00 per each \$500.00 value increase or fraction thereof, plus \$33.50 \$34.50 minimum permit fee.	6-94	\$33.50 \$34.50 (permit) +\$5.00/\$500.00 value increase	11/1/2022 (date of ordinance)
Electrical Permit Fees	Electrical permit fee for work valued at greater than \$34,000.00. Permit cost calculated at \$10.00 per each \$1,000.00 value increase or fraction thereof, after \$34,000.00, plus \$358.50 \$359.50 minimum permit fee.	6-94	\$358.50 \$359.50 (permit)+\$10.00/\$1000.00 value increase	11/1/2022 (date of ordinance)
Electrical Permit Fees	Minimum permit fee.	6-94	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Electrical Permit Fees	Permit fee when work commences prior to permit application.	6-94	Triple normal permit fee	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Electrical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-94	\$57.75 \$59.50	11/1/2022 (date of ordinance)
Energy Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-172	\$500.00 + publication and court reporter costs	12/1/2020
Mechanical Permit Fees	New installation fee, per number of square feet conditioned.	6-107	\$0.0325 \$0.035	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Heating unit permit fee, under 140,000 BTU.	6-107	\$40.00 \$41.20	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Heating unit permit fee, 141,000 BTU - 499,000 BTU (per unit).	6-107	\$175.00 \$180.00	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Heating unit permit fee, greater than 499,000 BTU (per unit).	6-107	\$290.00 \$295.00	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Cooling unit permit fee, residential (per unit).	6-107	\$35.00 \$36.00	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Cooling unit permit fee, commercial (per ton).	6-107	\$12.00 \$12.25	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Cooling unit permit fee, industrial chillers (per unit).	6-107	\$830.00 \$840.00	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Miscellaneous installation fee (not requiring new/replacement equipment).	6-107	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Mixing/VAV (variable air volume) boxes.	6-107	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Exhaust fans: (excludes one- and two-family dwellings)	6-107	\$0.075 \$0.08 x exhaust CFM)	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Infrared pipe heating systems or hanging unit heaters permit fee (per unit).	6-107	\$40.00 \$41.00	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Mechanical Permit Fees	Minimum permit fee.	6-107	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Packaged Terminal Air Conditioner (PTAC Unit)	6-107	\$33.50 \$34.50 for first unit plus \$10.00 per each additional unit	11/1/2022 (date of ordinance)
Mechanical Permit Fees	Permit fee when work commences prior to permit application.	6-107	Triple normal permit fee	
Mechanical Permit Fees	Re-inspection fee for third and subsequent re-inspections.	6-107	\$57.75 \$59.50	11/1/2022 (date of ordinance)
Mechanical Contractor Registration Fees	First time issuance of mechanical contractor's 1 year registration.	6-109	\$75.00	10/3/2016
Mechanical Contractor Registration Fees	Renewal of mechanical contractor's registration, 1year.	6-109	\$50.00	10/3/2016
Gas Contractor Registration Fees	Original gas contractor's registration.	6-111	\$75.00	
Gas Contractor Registration Fees	Renewal of gas contractor's registration.	6-111	\$50.00	
Mechanical Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-113	\$500.00 + publication and court reporter costs	12/1/2020
Plumbing Permit Fees	1st trap installation.	6-122	\$11.75 \$12.00	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Additional trap installation fee (per trap).	6-122	\$6.00 \$6.10 plus \$0.0325 \$0.035 per finished square foot	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Installation of 4 inch sanitary sewer line, per 100 feet of line or fraction thereof.	6-122	\$14.00 \$14.25	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Plumbing Permit Fees	Installation of sanitary sewer line greater than 4 inches, per 100 feet of line or fraction thereof.	6-122	\$23.75 \$24.25	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Installation of private water line up to and including 1 inch line, per 100 feet of line or fraction thereof.	6-122	\$14.00 \$14.25	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Installation of private water line greater than 1-inch, per 100 feet of line or fraction thereof.	6-122	\$23.75 \$24.25	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Minimum permit fee.	6-122	\$33.50 \$34.50	11/1/2022 (date of ordinance)
Plumbing Permit Fees	Permit fee when work commences prior to permit application.	6-122	Triple normal fee	3/19/2018
Private Water Line Installation	Re-inspection fee for third and subsequent re-inspection.	6-122	\$57.75 \$59.50	11/1/2022 (date of ordinance)
Plumbing Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-124	\$500.00 + publication and court reporter costs	12/1/2020
Plumbing Contractor Registration Fee	Original plumbing contractor's registration.	6-143(a)	\$75.00	
Plumbing Contractor Registration Fee	Renewal of plumbing contractor's registration.	6-143(a)	\$50.00	
Journeyman and Apprentice Plumber's Registration Fees	Original journeyman plumber's registration fee.	6-144(b)	\$50.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Journeyman and Apprentice Plumber's Registration Fees	Renewal of journeyman plumber's registration fee.	6-144(b)	\$25.00	
Journeyman and Apprentice Plumber's Registration Fees	Apprentice plumber's registration fee.	6-145	\$10.00	
Well Driller Registration Fees	Well driller's registration fee.	6-146	\$25.00	12/1/2020
Private Wastewater (Septic) System Installer Registration Fees	Private wastewater (septic) system installer's registration fee.	6-146	\$25.00	12/1/2020
One- and Two-Family Dwelling Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-162	\$500.00 + publication and court reporter costs	12/1/2020
Property Maintenance	Application fee for appeal of a decision of a code official and/or the director of planning and development.	6-183	\$500.00 + publication and court reporter costs	10/1/2018
Fuel Gas Code Appeal	Application fee for appeal of a decision of a code official and/or the director of planning and development	6-18 6-192	\$500.00 + publication and court reporter costs	12/1/2020
Fireworks	Fireworks stand occupation tax (annually, per permit).	8-5	\$500.00	10/1/2018
Fire Code Permit Fees	L.P.G. tank, 20 - 500 gallon water capacity.	8-28	\$25.00	
Fire Code Permit Fees	L.P.G. tank, 501 - 90,000 gallon water capacity.	8-28	\$35.00	
Fire Code Permit Fees	Flammable and combustible liquid tanks, 50 - 20,000 gallon water capacity.	8-28	\$70.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Fire Sprinkler and Suppression Contractor Fees	Initial registration to install fire sprinkler and suppression systems.	8-29	\$75.00	
Fire Code Permit Fees	Annual re-registration to install fire sprinkler and suppression systems.	8-29	\$50.00	
Fire Sprinkler and Suppression Contractor Fees	Fire sprinkler system permit, per head.	8-29	\$1.50	
Fire Sprinkler and Suppression Contractor Fees	Fire suppression system permit, per extinguishing agent discharge point.	8-29	\$3.00	
Fire Alarm Installer Contractor Fees	First time issuance of fire alarm installer contractor 1 year registration.	8-31	\$75.00	10/3/2016
Fire Alarm Installer Contractor Fees	First time issuance of fire alarm installer contractor 2 year registration.	8-31	\$125.00	10/3/2016
Fire Alarm Installer Contractor Fees	Renewal of fire alarm installer contractor 2 year registration.	8-31	\$100.00	10/3/2016
Fire Alarm Installer Contractor Fees	Fire alarm system permit fee, per initiation and warning device.	8-31	\$2.00	3/19/2018
Fire Code Appeal	Application fee for appeal of a decision of the fire code official	8-45	\$500.00 + publication and court reporter costs	12/1/2020
Garbage and Trash	Typical municipal solid waste, per ton.	10-27(1)	\$78.80	11/1/2022
Garbage and Trash	NNSWC gate fee, per ton.	10-28(a)	\$24.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Transfer station inspection fee, per load.	10-28(b)	\$8.00	
Garbage and Trash	Transfer station minimum MSW fee, per vehicle.	10-28(c)	\$12.00	
Garbage and Trash	Transfer station operating fee, per ton.	10-28(c)	\$54.80	11/1/2022
Garbage and Trash	Sale of compost and wood chips (after first 1,000 lbs.), per ton		\$10.00	10/1/2021
Garbage and Trash	Sorting/loading labor, per hour.	10-28(d)	\$40.00	11/4/2013
Garbage and Trash	Handling of items unacceptable for transfer to NNSWC landfill, per item	10-28(d)	\$10.00	6-01-2020
Garbage and Trash	Crematory, single animal.	10-28(d)	\$45.00	11/1/2022
Garbage and Trash	Crematory, multiple animals.	10-28(d)	\$90.00	11/1/2022
Garbage and Trash	Crematory, contraband	10-28(d)	\$90.00	11/1/2022
Garbage and Trash	Automotive battery, each.	10-28(d)	\$5.00	
Garbage and Trash	Computer/TV monitors, each.	10-28(d)	\$15.00	10/1/2016
Garbage and Trash	Computer system disposal, each.	10-28(d)	\$15.00	
Garbage and Trash	Concrete, clean and un-coated, per ton.	10-28(d)	\$5.00	
Garbage and Trash	Concrete, coated and/or painted, per ton.	10-28(d)	\$5.00	
Garbage and Trash	Construction and demolition, untreated dimensional lumber, per ton.	10-28(d)	\$30.00	
Garbage and Trash	Car tires, each.	10-28(d)	\$5.00	11/1/2022
Garbage and Trash	Hazardous waste.	10-28(d)	Actual costs associated with handling, storage and disposal	
Garbage and Trash	Light truck tires, each.	10-28(d)	\$5.00	11/1/2022

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Truck tires/skid loader rubber tracks, each.	10-28(d)	\$15.00	10/6/2014
Garbage and Trash	Implement/racing/skid steer tires, each.	10-28(d)	\$35.00	10/1/2018
Garbage and Trash	Tire with rim, each.	10-28(d)	Twice the stated tire fee	
Garbage and Trash	Appliances, each.	10-30(a)	\$12.00	11/1/2022
Garbage and Trash	Appliances with Freon, each.	10-30(a)	\$35.00	11/1/2022
Garbage and Trash	Yard waste, per 36 gallon bag.	10-30(b)	\$0.60	
Garbage and Trash	Yard waste, per cubic yard.	10-30(b)	\$3.00	10/1/2011
Garbage and Trash	Yard waste, per ton.	10-30(b)	\$19.00	
Garbage and Trash	Yard waste, flat rate for standard size pickup boxes and smaller, each.	10-30(b)	\$3.00	
Garbage and Trash	Tree waste, per ton.	10-30(c)	\$19.00	
Garbage and Trash	Brush and limbs, flat rate for standard size pickup boxes and smaller, each.	10-30(c)	\$3.00	
Garbage and Trash	Floppy discs, flash drives, small tape back-ups shredding, each.	NA	\$0.50	11/4/2013
Garbage and Trash	Large tape back-ups, phones without batteries shredding, each.	NA	\$1.00	11/4/2013
Garbage and Trash	Hard drives shredding, each.	NA	\$2.00	10/1/2018
Garbage and Trash	Tractor tires/large rubber tractor tracks, each.	NA	\$100.00	10/1/2018
Garbage and Trash	Scale out weighing, one weight from stored weights, one weight is new.	NA	\$10.00	11/1/2022
Garbage and Trash	Scale in weighing, weigh a vehicle in and out.	NA	\$10.00	11/4/2013

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Garbage and Trash	Sale of dirt, pickup or small trailer loaded by hand.	NA	\$5.00	11/4/2013
Garbage and Trash	Transfer trailer rent and transportation (within city limits and extraterritorial zoning jurisdiction only), per load.	10-29	\$250.00 plus landfill gate fee	10/1/2016
Health and Sanitation	Public pool operating permit (class B, C, D, E, or F pools).	11-47	\$50.00	10/1/2013
Permits and Business Regulations	Circus, annual fee (not required for non-profit or civic clubs).	13-17(a)	\$500.00	
Permits and Business Regulations	Carnival, daily fee.	13-17(b)	\$50.00	
Permits and Business Regulations	Salvage yard permit annual fee.	13-42(a)	\$50.00	
Permits and Business Regulations	Antique and used merchandise annual permit.	13-58(a)	\$25.00	
Permits and Business Regulations	Auction permit, annual fee.	13-58(a)	\$25.00	
Permits and Business Regulations	Second hand dealer permit, annual fee.	13-58(a)	\$25.00	
Permits and Business Regulations	Pawnbroker's permit, annual fee.	13-71(b)	\$100.00	11/21/2011
Permits and Business Regulations	Telecommunications occupation tax.	13-80(a)	3% gross receipts	
Permits and Business Regulations	Failure of telephone company to provide statement of quarterly gross receipts subject to occupation tax.	13-82(b)	\$25,000.00	
Permits and Business Regulations	Itinerant merchant, 30-day permit	13-113(a)	\$25.00	2/21/2017

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Itinerant merchant, 90-day permit	13-113(a)	\$60.00	2/21/2017
Permits and Business Regulations	Itinerant merchant, 180-day permit	13-113(a)	\$125.00	2/21/2017
Permits and Business Regulations	Itinerant merchant, annual permit	13-113(a)	\$250.00	2/21/2017
Permits and Business Regulations	Itinerant merchant (occupation tax), per vehicle.	13-113(a)	\$50.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 30-day permit	13-113(b)	\$25.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 90-day permit	13-113(b)	\$60.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, 180-day permit	13-113(b)	\$125.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor, annual permit	13-113(b)	\$250.00	2/21/2017
Permits and Business Regulations	Peddler/solicitor (occupation tax) per vehicle	13-113(b)	\$5.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, 30-day permit	13-113(c)	\$25.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, 90-day permit	13-113(c)	\$60.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, 180-day permit	13-113(c)	\$125.00	2/21/2017
Permits and Business Regulations	Street vendor/temporary merchant, annual permit	13-113(c)	\$250.00	2/21/2017

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Street vendor/temporary merchant (occupation tax), per vehicle.	13-113(c)	\$5.00	2/21/2017
Permits and Business Regulations	Appeal of denied itinerant merchant, peddler, solicitor, street vendor, or temporary merchant permit, non-refundable.	13-117	\$100.00	11/21/2011
Permits and Business Regulations	Games of chance (occupation tax).	13-143	5% of gross receipts per quarter	
Permits and Business Regulations	Distributing gambling devices (occupation tax).	13-144	5% of gross receipts per quarter	
Permits and Business Regulations	Gambling device permit fee per location.	13-148	\$10.00	
Permits and Business Regulations	Horse-drawn carriage business license	13-202	\$25.00	11/21/2011
Permits and Business Regulations	Sidewalk café, annual license/renewal (May 1 through April 30)	13-311	\$250.00	5/6/2019
Permits and Business Regulations	Small wireless facilities, application fee for collocation on existing city pole, per facility (not to exceed \$500 for up to 5 facilities on same application)	13-231(a)	\$100.00	9/8/2020
Permits and Business Regulations	Small wireless facilities, application for installation modification, or replacement of utility pole and collocation of facility thereon, per pole	13-231(a)	\$250.00	9/8/2020
Permits and Business Regulations	Small wireless facilities, use of city's right of way, annually	13-231(b)	Occupation tax levied under Sec. 13-80(a)	9/8/2020
Permits and Business Regulations	Small wireless facilities, collocation of facility on city pole in city's right of way, per pole annually	13-231(b)	\$20.00	9/8/2020

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Permits and Business Regulations	Sexually oriented business registration/renewal, annually	13-354(a)	\$250.00	6/7/2021
Permits and Business Regulations	Sexually oriented business manager's registration/renewal, annually	13-354(a)	\$50.00	6/7/2021
Permits and Business Regulations	Sexually oriented business, application fee for initial registration	13-354(b)	\$250.00	6/7/2021
Permits and Business Regulations	Short-term rental license, annually	13-373(e)	\$150.00	6/7/2021
Mobile Homes and Mobiles Home Parks	Mobile home park permit, plus \$1.00 per space.	15-33	\$25.00 + \$1.00 per space	
Nuisances	Administrative weed/litter/drainage fee.	17-16	\$25.00	
Nuisances	Weed abatement fee.	17-16	Cost as billed by contractor plus \$0.01 per square foot if weeds are controlled by the city	
Nuisances	Litter removal.	17-16	Actual cost of litter removal	
Nuisances	Stagnant water mitigation.	17-16	Actual cost of draining and filling to remove stagnant water	
Nuisances	Graffiti removal.	17-55(c)	Actual cost to remove graffiti	
Response to Large Parties	Large party response fee.	20-8	Actual cost	
Streets and Sidewalks	Sidewalk mobilization fee.	22-23(c)	\$100.00	
Streets and Sidewalks	Construction or repair of sidewalks per square foot.	22-23(c)	\$10.00	
Streets and Sidewalks	Under concrete pavement minimum fee, includes first 2 square yards.	22-68(a)	\$375.00	
Streets and Sidewalks	Under concrete pavement, cost per additional square yard or fraction thereof.	22-68(a)	\$75.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Streets and Sidewalks	Under gravel or earth roads minimum fee, includes first 2 square yards.	22-68(a)	\$120.00	
Streets and Sidewalks	Under gravel or earth roads, cost per additional square yard or fraction thereof.	22-68(a)	\$40.00	
Streets and Sidewalks	Concrete paving cuts, cost per foot.	22-68(a)	\$5.00	
Streets and Sidewalks	Concrete paving cuts, minimum fee.	22-68(a)	\$50.00	
Streets and Sidewalks	Sawing and removing curbs, cost per foot.	22-68(a)	\$8.00	
Streets and Sidewalks	Removing curb and gutter, cost per foot.	22-68(a)	\$5.00	
Streets and Sidewalks	Curb removal minimum fee.	22-68(a)	\$100.00	
Streets and Sidewalks	Curb removal by grinding, permit fee.	22-68(a)	\$15.00	
Streets and Sidewalks	Curb removal by grinding, cost per lineal foot.	22-68(a)	\$11.50	10/1/2019
Streets and Sidewalks	Curb removal by grinding, minimum fee (non-inclusive of permit fee).	22-68(a)	\$100.00	
Streets and Sidewalks	Curb removal by grinding, contractor permit fee.	22-68(a)	\$15.00	
Streets and Sidewalks	Fill material for backfilling, cost per cubic yard.	22-68(a)	\$7.00	
Streets and Sidewalks	Rental price per day: 12 foot barricade with legs.	22-68(b)	\$3.00	
Streets and Sidewalks	Rental price per day: solar lights.	22-68(b)	\$2.00	
Streets and Sidewalks	Rental price per day: plastic drum.	22-68(b)	\$3.50	
Streets and Sidewalks	Replacement fee: each 12 foot barricade.	22-68(b)	\$20.00	
Streets and Sidewalks	Replacement fee: each damaged "A" frame leg.	22-68(b)	\$20.00	
Streets and Sidewalks	Replacement fee: each solar light.	22-68(b)	\$25.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Streets and Sidewalks	Replacement fee: each plastic drum.	22-68(b)	\$75.00	
Moving Buildings	Annual building mover's registration.	22-88	\$105.00	10/1/2019
Moving Buildings	Single event building mover's fee.	22-88	\$55.00	10/1/2019
Moving Buildings	Permit to move buildings.	22-98	\$30.00	10/1/2019
Subdivisions	Lot boundary change filing fee.	23-16.1(b)	\$150.00	10/1/2019
Subdivisions	Preliminary plat approval.	23-21	\$300.00	11/1/2022
Subdivisions	Preliminary plat fee per lot.	23-21	\$15.00	10/1/2019
Subdivisions	Final plat approval.	23-21	\$300.00	11/1/2022
Subdivisions	Final plat fee per lot.	23-21	\$10.00	10/1/2019
Subdivisions	Request for a waiver of minimum subdivision improvements.	23-48	\$250.00	
Traffic	Impounded vehicle storage fee, first day.	24-152(c)	\$25.00	
Traffic	Impounded vehicle storage fee, subsequent days.	24-152(c)	\$5.00	
Traffic	Cost of towing an impounded vehicle.	24-152(c)	Actual cost	
Roll Off Refuse Boxes	Permit for placement on street right of way (10-day permit)	24-284(a)	\$50.00	10/3/2016
Roll Off Refuse Boxes	Permit for placement on street right of way (5-day extension)	24-284(a)	\$25.00	10/3/2016
Utility-type Vehicles	Registration plate and/or decal, annual fee.	24-356(a)(3)	\$50.00	6-01-2020
Utility-type Vehicles	Replacement for lost or damaged registration plate and/or decal.	24-356(a)(3)	\$25.00	6-01-2020
Golf Car Vehicles	Registration plate and/or decal, annual fee.	24-375(a)(3)	\$50.00	4-17-2023
Golf Car Vehicles	Replacement for lost or damaged registration plate and/or decal.	24-375(a)(3)	\$25.00	4-17-2023
Trees and Shrubbery	Failure to reimburse city for abatement of nuisance, in addition to cost of abatement.	25-2(d)	\$25.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water	Final reading required before new water and/or sewer service.	26-2	\$30.00	
Water	Water and/or sewer service turn on fee for newly constructed residences and businesses.	26-2	\$30.00	
Water	Water system tap fee.	26-11(a)	\$115.00 + materials	10/1/2018
Water	Connection to water system, per front foot of property.	26-11(b)	Average of 5 most recent districts	12/1/2020
Water	Restoration of water service during normal business hours.	26-18	\$30.00	
Water	Restoration of water service outside of normal business hours.	26-18	\$45.00	
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water inside city limits.	26-41(b)	minimum fee for meter size	
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water inside city limits.	26-41(b)	\$1.61 \$1.71	11/1/2022 (date of ordinance)
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water inside city limits.	26-41(b)	\$1.29 \$1.37	11/1/2022 (date of ordinance)
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet inside city limits.	26-41(b)	\$1.14 \$1.21	11/1/2022 (date of ordinance)
Water Rates and Charges	Water usage rate for the first 660 cubic feet of water outside city limits.	26-41(b)	minimum fee for meter size	
Water Rates and Charges	Water usage rate per 100 cubic feet from 660 to 6,660 cubic feet of water outside city limits.	26-41(b)	\$3.24 \$3.43	11/1/2022 (date of ordinance)
Water Rates and Charges	Water usage rate per 100 cubic feet from 6,660 to 33,660 cubic feet of water outside city limits.	26-41(b)	\$2.60 \$2.75	11/1/2022 (date of ordinance)
Water Rates and Charges	Water usage rater per 100 cubic feet for water usage over 33,660 cubic feet outside city limits.	26-41(b)	\$1.91 \$2.03	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 5/8 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$14.32 \$15.18	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 3/4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$15.51 \$16.44	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 1 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$18.23 \$19.32	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$33.32 \$35.32	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 2 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$51.54 \$54.64	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 3 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$98.05 \$103.93	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 4 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$150.85 \$159.90	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 6 inch water meter within city limits, per bi-monthly billing period.	26-41(c)	\$289.12 \$306.47	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 5/8 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$28.66 \$30.38	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 3/4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$31.05 \$32.91	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 1 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$36.45 \$38.64	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 1 1/2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$66.63 \$70.63	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 2 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$103.08 \$109.26	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Water Rates and Charges	Minimum charge for 3 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$196.10 \$207.87	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 4 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$301.69 \$319.80	11/1/2022 (date of ordinance)
Water Rates and Charges	Minimum charge for 6 inch water meter outside city limits, per bi-monthly billing period.	26-41(c)	\$578.24 \$612.93	11/1/2022 (date of ordinance)
Water Rates and Charges	Service fee: delinquent charges collected more than once in a 12 month period.	26-46(a)	\$30.00	
Sewers	Connection to, extension or alteration of, existing sewer lines per front foot of property.	26-58(a)	Average of 5 most recent districts	12/1/2020
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in sewer main).	26-59(b)	\$20.00	12/2/2013
Sewers	Building sewer application, permit, and inspection fee (building sewer terminated in manhole).	26-59(i)	\$20.00	12/2/2013
Sewers	Appeal of decision of city engineer.	26-64(a)	\$500.00 + publication and court reporter costs	11/4/2013
Sewers	Individual septic/sewage system construction permit filing fee.	26-80	\$25.00	3/19/2018
Water and Sewer Inspection	Inspection of water, sewer or disposal system as a condition of the sale of real estate or for the financing thereof.	26-86(c)	\$50.00	
Wastewater Treatment	Residential and commercial waste water treatment, minimum bi-monthly charge.	26-97(e)	\$30.44 \$32.87	11/1/2022 (date of ordinance)
Wastewater Treatment	Additional charge per 100 cubic feet of waste water over 400 cubic feet of waste water per bi-monthly billing period.	26-97(e)	\$2.60 \$2.80	11/1/2022 (date of ordinance)

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Wastewater Treatment	Normal charge, per 1,000,000 gallons, for wastewater of greater strength than normal domestic sewage where BOD is equal or less than 250mg/L, TSS is equal or less than 250mg/L, and TKN is equal to or less than 30 mg/L.	26-97(f)	\$3,228.49 \$3,422.20	11/1/2022 (date of ordinance)
Wastewater Treatment	Charge for biochemical oxygen demand (BOD) for high strength waste.	26-97(f)	\$0.1913 \$0.2028 per pound above 250mg/L	11/1/2022 (date of ordinance)
Wastewater Treatment	Charge for total suspended solids (TSS) for high strength waste.	26-97(f)	\$0.2153 \$0.2282 per pound above 250 mg/L	11/1/2022 (date of ordinance)
Wastewater Treatment	Charge for total Kjeldahl nitrogen for high strength waste.	26-97(f)	\$0.6986 \$0.7405 per pound above 30 mg/L	11/1/2022 (date of ordinance)
Wastewater Treatment	Minimum charge for mud pit waste disposed of at the wastewater plant's dump station.	26-97(i)	\$190.00, plus transfer station tipping fees established in section 10-28	10/1/2018
Wastewater Treatment	Minimum charge for septic waste.	26-97(i)	\$0.04 per gallon	10/1/2018
Wastewater Treatment	Sewer reconnection fee, inside normal business hours for users of city sewer and water.	26-99.5	\$30.00	
Wastewater Treatment	Sewer reconnection fee, outside normal business hours for users of city sewer and water.	26-99.5	\$45.00	
Wastewater Treatment	Sewer only customers, second attempt to collect delinquent payment.	26-99.6	\$15.00	
Wastewater Treatment	Sewer only customers, third and subsequent attempts to collect delinquent payment.	26-99.6	\$30.00	
Wastewater Treatment	Exposure and disconnection of sewer.	26-99.6	Actual cost	
Wastewater Treatment	Permit to discharge waste industrial waste into a public sewer.	26-141(c)	\$100.00	

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Stormwater	Appeal of decision of city engineer	26-193	\$500.00 + publication costs	(10-1-19)
Stormwater	Stormwater fee for residential customers, per month	26-201	\$2.00	11/1/2022
Stormwater	Stormwater fee for commercial and industrial customers, per month	26-201	\$6.00	11/1/2022
Zoning	Application of appeal to zoning board of adjustment.	27-31(3)	\$500.00 + publication costs	10/1/2013
Zoning	Amendment to zoning district map.	27-38(b)	\$325.00 + publication costs	11/1/2022
Zoning	Conditional use permit.	27-56(2)a 27-380	\$325.00 + publication costs	11/1/2022
Zoning	Permit to keep hens, bantam hens and/or ducks, annual permit or renewal	27-295(1)a	\$15.00	4/3/2023
Zoning	Release of a temporary sign removed from public right-of-way and held in the street division's enclosed yard.	27-323(a)4	\$50.00	
Zoning	Post-platting hard surface waiver filing fee.	27-351	\$250.00 + publication costs	
Zoning	Eligible facility permit	27-380	\$300.00	9/8/2020
Miscellaneous: Administration	Returned check or ACH fee	NA	\$30.00	11/1/2022
Miscellaneous: Baseball fields	Practice and games, annual per team.	NA	\$70.00	10/6/2014
Miscellaneous: Cabin Rentals	Club house daily rental fee.	NA	\$60.00	
Miscellaneous: Cabin Rentals	Club house refundable damage deposit (cash only).	NA	\$100.00	2/19/2013
Miscellaneous: Cabin Rentals	Elkhorn lodge daily rental fee.	NA	\$200.00	2/19/2013
Miscellaneous: Cabin Rentals	Elkhorn lodge refundable damage deposit (cash only).	NA	\$200.00	2/19/2013
Miscellaneous: Cabin Rentals	Shelter house daily rental fee.	NA	\$35.00	
Miscellaneous: Cabin Rentals	Shelter house refundable damage deposit (cash only).	NA	\$100.00	2/19/2013

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Cabin Rentals	Woodland cabin daily rental fee.	NA	\$45.00	
Miscellaneous: Cabin Rentals	Woodland cabin refundable damage deposit (cash only).	NA	\$100.00	2/19/2013
Miscellaneous: Cross country course	Practice and meets, annual per team	NA	\$40.00	10/6/2014
Miscellaneous: Electric Vehicles	Vehicle charging fee for first 4 hours, flat fee	NA	\$2.00	6/7/2021
Miscellaneous: Electric Vehicles	Vehicle charging fee after first 4 hours, per hour	NA	\$1.00	6/7/2021
Miscellaneous: Fire Department	Copy of a fire report.	NA	\$10.00	
Miscellaneous: Planning & Development Department	Copy of plat, mailed.	NA	\$8.00	11/1/2022
Miscellaneous: Planning & Development Department	Detailed zoning verification questionnaire response	NA	\$50.00	10/1/2011
Miscellaneous: Planning & Development Department	Detailed code compliance questionnaire response	NA	\$50.00	10/1/2011
Miscellaneous: Fire Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Fire Department	Subpoenaed copy of a rescue report.	NA	\$10.00	
Miscellaneous: Football/soccer Field	Adult practice Category 1 group, per hour (2 hour minimum)	NA	\$100.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult practice Category 2 group, per hour (2 hour minimum)	NA	\$125.00	4/5/2012

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Football/soccer Field	Adult game, single Category 1 group	NA	\$750.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult game, single Category 2 group	NA	\$1,000.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult tournament Category 1 group, per day	NA	\$1,000.00	4/5/2012
Miscellaneous: Football/soccer Field	Adult tournament Category 2 group, per day	NA	\$1,250.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth practice, Category 1 group, per hour (2 hour minimum)	NA	\$50.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth practice, Category 2 group, per hour (2 hour minimum)	NA	\$75.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth games outside of regular season, (i.e. tournaments) Category 1 groups	NA	\$250.00	4/5/2012
Miscellaneous: Football/soccer Field	Youth games outside of regular season, (i.e. tournaments) Category 2 groups	NA	\$250.00	4/5/2012
Miscellaneous: Football/soccer /baseball Field at Veterans Memorial Park	Special event	NA	To be determined by nature of event	10/1/2021
Miscellaneous: Football and Soccer fields (other than Veterans Memorial)	Practice and games, annual per team	NA	\$40.00	10/6/2014
Miscellaneous: Football/soccer Field	Adult, per day (depending upon availability)	NA	\$500.00	4/5/2012
Miscellaneous: Library	Late book fee, per day.	NA	\$0.10	10/1/2011

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous Library	Late DVD fee, per day.	NA	\$0.25	
Miscellaneous: Library	Late hotspot fee, per day.	NA	\$1.00	10/1/2018
Miscellaneous: Library	Late audio book fee, per day.	NA	\$0.10	
Miscellaneous: Library	Late CD fee, per day.	NA	\$0.25	10/1/2011
Miscellaneous: Library	Late video game fee, per day	NA	\$0.25	10/1/2018
Miscellaneous: Library	Late magazine fee, per day	NA	\$0.10	10/1/2018
Miscellaneous: Library	Photo copy, each.	NA	\$0.10	
Miscellaneous: Library	Lost materials.	NA	Actual cost of replacement	
Miscellaneous: Library	Genealogy research fee.	NA	\$10.00	
Miscellaneous: Library	Interlibrary loan: microfilm/roll.	NA	\$3.00	
Miscellaneous: Parking	Replacement parking tag	NA	\$25.00	2/3/2014
Miscellaneous: Parking stall rental	Annual fee	NA	\$80.00	9/8/2020
Miscellaneous: Parking stall rental	Quarterly fee	NA	\$17.50	11-20-2017
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park, per night	NA	\$24.00	11/1/2022
Miscellaneous: Parks	Overnight camping in Ta-Ha-Zouka Park (primitive), per night	NA	\$16.00	11/1/2022
Miscellaneous: Parks	Reservable picnic shelter	NA	\$35.00	10/1/2011
Miscellaneous: Parks	Reservable stage at Central Park	NA	\$35.00	9/1/2015
Miscellaneous: Parks	Reservable stage at Skyview Park	NA	\$35.00	9/1/2015

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Police Department	Copy of an accident report, picked up.	NA	\$3.00	
Miscellaneous: Police Department	Copy of an accident report, mailed.	NA	\$4.00	
Miscellaneous: Police Department	Records subpoena.	NA	\$18.00	
Miscellaneous: Police Department	Copy of a video.	NA	\$20.00	
Miscellaneous: Police Department	Copy of a photo.	NA	\$1.00/sheet	
Miscellaneous: Police Department	Criminal history check.	NA	\$5.00	
Miscellaneous: Police Department	Finger printing.	NA	\$10.00	
Miscellaneous: Police Department	Gun permit (background check).	NA	\$5.00	
Miscellaneous: Police Department	Breath test related to DUI.	NA	\$35.00	
Miscellaneous: Police Department	Blood/urine test related to DUI.	NA	\$155.00	10/1/2013
Miscellaneous: Recreational Programs	Recreation programs	NA	\$0-\$275.00 (To be determined by nature of program)	11/1/2022
Miscellaneous: Recreational Programs	Girls softball, per child.	NA	\$15.00	10/1/2011
Miscellaneous: Recreational Programs	Girls softball, late registration, per child.	NA	\$18.00	10/1/2011

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Recreational Programs	Kreative Kids per child, per session.	NA	\$20.00	10/1/2011
Miscellaneous: Recreational Programs	Men's basketball, per team.	NA	\$255.00	10/1/2011
Miscellaneous: Recreational Programs	Women's volleyball, per team.	NA	\$160.00	10/1/2011
Miscellaneous: Recreational Programs	Coed volleyball, per team.	NA	\$160.00	10/1/2011
Miscellaneous: Recreational Programs	Summer girl's volleyball, per team.	NA	\$120.00	
Miscellaneous: Recreational Programs	Summer girl's basketball, per team.	NA	\$250.00	
Miscellaneous: Recreational Programs	Men's flag football, per team.	NA	\$220.00	10/1/2011
Miscellaneous: Recreational Programs	Swimming lessons, per student.	NA	\$45.00	8/15/2016
Miscellaneous: Softball fields	Practice and games, annual per team.	NA	\$70.00	10/6/2014
Miscellaneous: Street Department	Special operations/activities.	NA	Actual cost	
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: youth (age 4-15).	NA	\$6.00	10/1/2012
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: adult (age 16-54).	NA	\$8.00	10/1/2012
Miscellaneous: Swimming Pool Admissions	AquaVenture Daily admission: senior (age 55 & up).	NA	\$7.00	10/1/2012

Category	Description of Fee	Municipal Code Reference	Fee	Date Last Modified
Miscellaneous: Swimming Pool Admissions	AquaVenture Group daily admission: (maximum 6 people).	NA	\$35.00	2/21/2017
Miscellaneous: Swimming Pool Admissions	Individual season pass: (all ages).	NA	\$100.00	2/21/2017
Miscellaneous: Swimming Pool Admissions	Group season pass (maximum 6 people).	NA	\$220.00	11-20-2017
Miscellaneous: Swimming Pool Admissions	Children 3 and under.	NA	Free	2/21/2017
Miscellaneous: Tennis	Practice and meets, annual per team.	NA	\$40.00	10/6/2014
Miscellaneous: Tournaments	Category 1 group		10% of gate fee or 5% of entry fee	10/6/2014
Miscellaneous: Tournaments	Category 2 group		20% of gate fee or 10% of entry fee	10/6/2014

Section 2. That the operative date of this Ordinance shall be October 1, 2023.

Section 3. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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