

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, December 18, 2023
5:30 p.m.

Created 12/14/2023 1:35 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, December 18, 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 (December 13, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
December 18, 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 December 4, 2023 City Council meeting. **Motion**
8. Keno comparison report for November 2023 **Motion**
9. Consideration of approval to purchase a fleet truck and support equipment for plowing snow using funding allotted for FY 2023-2024 off of State Contract #15811. **Motion**
10. Consideration of approval of the Mayor's reappointment of Councilman Thad Murren, Councilman Justin Snorton, and Councilman Andrew McCarthy to the Railroad Transportation Safety District for a one-year term as required by state statute. **Motion**
11. Consideration of Resolution 2023-65 approving the final plat and subdivision agreement for Wyndham Hills 7th. **Resolution 2023-65**

12. Consideration of approval of an agreement with Norfolk Senior Citizen's Center, Inc., a Nebraska Nonprofit Corporation, for a one-time monetary donation of \$80,000 from the City primarily to fund repairs to the Center's HVAC system. **Motion**
13. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

14. Check presentation from Mike Wingate, Tom Schueth and Bryan Adams for new pickleball courts at Liberty Bell Park.
15. Parks and Recreation Master Plan update and presentation.

PUBLIC HEARINGS AND RELATED ACTION

16. Public hearing to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee as required by State Statutes Section 18-2715.
17. Public hearing to consider the Redevelopment Plan for the Sunset Plaza Redevelopment Project.
18. Consideration of Resolution No. 2023-66 approving the Redevelopment Plan for the Sunset Plaza Redevelopment Project. **Resolution 2023-66**

REGULAR AGENDA

19. Consideration of approval of an interlocal agreement with the Village of Hadar, a Municipal Corporation, for the creation and organization of the Northeast Nebraska Regional Land Bank. **Motion**
20. Consideration of approval of Ordinance No. 5861 to create and provide for a Northeast Nebraska Regional Land Bank. **Ordinance No. 5861**
21. Consideration of approval of Resolution 2023-67 to appoint the following individuals to the Land Bank Board: Brian Lundy, John Kouba, and Benjamin Temple for 1-year terms; Rob Merrill, Randy Wilcox, and Rod Johnson for 2-year terms; Soshia Bohn, Mayra Mendoza, and Juan Sandoval for 3-year terms. **Resolution 2023-67**
22. Consideration of Ordinance No. 5862 authorizing the sale of property located at 1001 Northdale Drive to Todd Borgmeyer for \$39,000. **Ordinance No. 5862**
23. Consideration of approval of a purchase agreement with Todd Borgmeyer, authorizing the sale of property addressed as 1001 Northdale Drive for \$39,000. **Motion**
24. Consideration of approval of Ordinance No. 5863 creating Water Extension District No. 129 which generally provides for the extension of a water main north along U.S. Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue. **Ordinance No. 5863**

25. Consideration of approval of an engineering contract with McLaury Engineering for the design phase services of the water main for the Water Extension District No. 129 (North along Highway 81) project for an amount not to exceed a fee, including reimbursable expenses, of \$46,400.00.

Motion

PUBLIC COMMENT PERIOD

26. No action can occur at this time.

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
December 18, 2023

CALL TO ORDER

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the December 4, 2023 City Council meeting. **Motion**

See Enclosure 7.
8. Keno comparison report for November 2023 **Motion**

Keno commissions for November 2023 are \$51,501.37, which is up \$348.68 or .68% from last November. Year-to-date commissions are up \$3,700.01, or 3.87%.

See Enclosure 8.
9. Consideration of approval to purchase a fleet truck and support equipment for plowing snow using funding allotted for FY 2023-2024 off of State Contract #15811. **Motion**

This truck is a second quarter purchase. Dealer is looking at 4-6 months for delivery of truck, then it will go to vendor for snow equipment, for an amount not to exceed \$170,000. Staff is hoping to have this truck in service by November 2024.

See Enclosure 9.

10. Consideration of approval of the Mayor's reappointment of Councilman Thad Murren, Councilman Justin Snorton, and Councilman Andrew McCarthy to the Railroad Transportation Safety District for a one-year term as required by state statute. **Motion**
11. Consideration of Resolution 2023-65 approving the final plat and subdivision agreement for Wyndham Hills 7th. **Resolution 2023-65**

See Enclosure 11.

12. Consideration of approval of an agreement with Norfolk Senior Citizen's Center, Inc., a Nebraska Nonprofit Corporation, for a one-time monetary donation of \$80,000 from the City primarily to fund repairs to the Center's HVAC system. **Motion**

There is \$80,000 budgeted from ARPA funds for a contribution to the Senior Center. The Senior Center will use most of these funds for a \$75,862 repair of their HVAC system. Remaining funds will be used for other expenditures of the Senior Center as authorized in Section 16-255 of Statutes.

See Enclosure 12.

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

SPECIAL PRESENTATIONS

14. Check presentation from Mike Wingate, Tom Schueth and Bryan Adams for new pickleball courts at Liberty Bell Park.

We would like to thank Mike Wingate, Tom Schueth, Bryan Adams for their generous donation to the City of Norfolk Parks and Recreation division. Their contribution will help enhance our community, making the park a more enjoyable and vibrant space for everyone. We deeply appreciate their support. The new courts will be an amazing addition to the park, and for future recreation programs. The court location within the park is yet to be determined.

15. Parks and Recreation Master Plan update and presentation.

Staff is over halfway through the master plan process. We have completed our statistically valid survey. Staff will present highlights from the survey results and update Council on the next steps as we prepare for our review in early 2024.

See Enclosure 15.

PUBLIC HEARINGS AND RELATED ACTION

16. Public hearing to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee as required by State Statutes Section 18-2715.

State Statutes require a Citizen Advisory Review Committee (CARC). The citizens serving on CARC are: Cindy Morrow, Brandon Day, Aaron Otten, Jan Einspahr and Kathie Means. The City's Finance Officer serves as an ex officio non-voting member of CARC.

State Statutes require the CARC to report to the City Council once in every six-month period on its findings and suggestions at a public hearing called for that purpose. The CARC's report, which includes the CARC Review Checklist, is included.

As noted in the CARC report, the CARC found that the City's Economic Development Program (EDP) is operating in compliance with the budget and the voter-approved economic development plan.

See Enclosure 16.

17. Public hearing to consider the Redevelopment Plan for the Sunset Plaza Redevelopment Project.

On June 2, 2023, North Kings Highway, LLC, submitted a TIF application for property located at 1700 Market Lane, Norfolk, NE. On Monday, June 5, the Economic Development Subcommittee reviewed the application and voted to move forward with acceptance with a Redevelopment Plan for this project.

At the November 6, 2023 Community Development Agency meeting, the Agency accepted the Redevelopment Plan for this project and forwarded to the Planning Commission for review and recommendation. The Planning Commission held a hearing on this Plan at their November 21, 2023, meeting and recommended approval of the Plan on a 6-0 vote.

Enclosed in the agenda packet is the Redevelopment Plan for the Sunset Plaza Redevelopment Project. The Project Site is approximately 20.68 acres of developed property. The Redevelopment Project will consist of the renovation and rehabilitation of the existing Sunset Plaza Mall and it is anticipated that the associated renovations will occur in two phases.

First, Redeveloper intends to undertake the renovations required by Kohl's, Planet Fitness and TJ Maxx in order to secure their occupancy (referred to herein as "Phase One"). The construction undertaken as part of Phase One will focus on retrofitting the prior Herberger's space into three separate spaces (anticipated to be Kohl's, Planet Fitness and TJ Maxx). Such renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, storm sewer and curb improvements, extension of sanitary sewer, water and electric, construction of a new loading dock, exterior façade enhancements, and interior tenant improvements.

The Phase Two renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, exterior façade enhancements, renovation of hallways and food court, and interior tenant improvements for the remainder of the mall. While Redeveloper may be able to undertake the initial renovations without TIF, it could not complete the broader rehabilitation of Sunset Plaza Mall. As such, the Redevelopment Project could not be completed without the assistance of TIF - irrespective of the timing of Redeveloper's commencement on the initial renovations. The cost of public improvements, site acquisition, and other TIF-eligible costs are expected to be approximately \$15,463,466. Total project costs, including private improvements, are expected to be more than \$22,500,00.

The Redeveloper is requesting TIF in the amount of \$3,500,000. The developer has indicated the Project is not economically feasible without TIF. Without TIF, the Redevelopment Project's average ROI over a five year period is estimated to be 4.76%. With TIF, the Redevelopment Project's ROI over the same period is estimated to be 9.83%, which would be an acceptable ROI to prudent investors and lenders, thus making the Redevelopment Project financially feasible.

On December 4, 2023, the Agency voted to recommend approval of the Sunset Plaza Redevelopment Plan to City Council.

See Enclosure 17.

18. Consideration of Resolution No. 2023-66 approving the Redevelopment Plan for the Sunset Plaza Redevelopment Project. **Resolution 2023-66**

See Enclosure 18.

REGULAR AGENDA

19. Consideration of approval of an interlocal agreement with the Village of Hadar, a Municipal Corporation, for the creation and organization of the Northeast Nebraska Regional Land Bank. **Motion**

See Enclosure 19.
20. Consideration of approval of Ordinance No. 5861 to create and provide for a Northeast Nebraska Regional Land Bank. **Ordinance No. 5861**

See Enclosure 20.
21. Consideration of approval of Resolution 2023-67 to appoint the following individuals to the Land Bank Board: Brian Lundy, John Kouba, and Benjamin Temple for 1-year terms; Rob Merrill, Randy Wilcox, and Rod Johnson for 2-year terms; Soshia Bohn, Mayra Mendoza, and Juan Sandoval for 3-year terms. **Resolution 2023-67**

See Enclosure 21.
22. Consideration of Ordinance No. 5862 authorizing the sale of property located at 1001 Northdale Drive to Todd Borgmeyer for \$39,000. **Ordinance No. 5862**

See Enclosure 22.
23. Consideration of approval of a purchase agreement with Todd Borgmeyer, authorizing the sale of property addressed as 1001 Northdale Drive for \$39,000. **Motion**

See Enclosure 23.
24. Consideration of approval of Ordinance No. 5863 creating Water Extension District No. 129 which generally provides for the extension of a water main north along U.S. Highway 81 approximately from Sheridan Drive north to Eisenhower Avenue. **Ordinance No. 5863**

This ordinance provides for construction of an 8-inch DIP water main from 13th Street and Eisenhower Avenue south approximately 2900' to 13th Street and Sheridan Drive. This extension district was requested by two of the majority property owners in the district boundary. A meeting with property owners was held on November 14, 2023. Creation of a water extension district and estimated assessment costs were shared with property owners in attendance.

The proposed district would include twelve parcels and six land owners.

- Parcel 1 Ferrellgas Inc.
- Parcel 2, 3, 4 5, & 6 are Richard and Leneta Abler
- Parcel 7, 8, and 10 are Virginia Pick
- Parcel 9 is James and Barbara Schaefer
- Parcel 11 is RBBA Investments
- Parcel 12 is Custom Feeds

All Parcel owners have been contacted and all understand the need and are supportive of the water extension district.

Two subcommittee meetings were held to review the need and property owner support for the project. At the December 11, 2023 meeting, subcommittee approved sending the extension district to full council.

See Enclosure 24.

25. Consideration of approval of an engineering contract with McLaury Engineering for the design phase services of the water main for the Water Extension District No. 129 (North along Highway 81) project for an amount not to exceed a fee, including reimbursable expenses, of \$46,400.00. **Motion**

This contract is for the design of a water main along Highway 81 from Eisenhower Avenue to Alaska Avenue and includes survey and topographic data collection, water main design, final construction plans and specifications, and bidding assistance. The cost of engineering is included in the final assessments for Water Extension District No. 129. Staff recommend approval.

See Enclosure 25.

PUBLIC COMMENT PERIOD

26. No action can occur at this time.

Public comments are subject to City Code Section 2.18.1. The chair may further limit comments after consideration of the length of the City Council meeting and the number of citizens desiring to address the elected officials.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 4th day of December, 2023, beginning at 5:47 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: Frank Arens, Justin Webb, Thad Murren, Justin Snorton, Shane Clausen and Kory Hildebrand. Absent: Corey Granquist and Andrew McCarthy.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Secretary Bethene Hoff, Public Works Director Steve Rames, Water and Sewer Director Chad Roberts, Economic Development Director Candice Alder, Parks and Recreation Director Nathan Powell, Parks and Recreation Assistant Director PJ Evans, Parks Supervisor Ryan Beed, Operations Manager 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 Webb to approve the consent agenda as printed. Roll call: Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy.

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

Consent Agenda Items Approved

Minutes of the November 20, 2023, City Council meeting

Ratify a Special Designated Liquor License requested by Bar A, to serve beer, wine and distilled spirits at Lot 279, LLC, 400 W Monroe Avenue on December 14 & 15, 2023 from 11:00 a.m. to 12:00 a.m. for a holiday event

Acceptance of the Parks and Recreation Board report from November 16, 2023

Justin Webb to sit on the Dispatch Advisory Board

Bills in the amount of \$1,891,960.36

Regular Agenda

Ordinance No. 5855 (fireworks sales and discharge)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5855 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 14-230 OF THE OFFICIAL CITY CODE TO AMEND THE TIMES THAT PERMISSIBLE FIREWORKS MAY BE DISCHARGED; TO LIMIT THE DATES AND TIMES THAT PERMISSIBLE FIREWORKS MAY BE SOLD; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on third reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, Webb, Murren, and Clausen. Nays: Snorton and Hildebrand. Absent: Granquist and McCarthy. Neither the ayes or nays having the majority, Mayor Moenning voted Aye and provided the fifth affirmative vote; therefore, Ordinance No. 5855 passed on third reading. 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. 5855 as required by law.

Award bid to Johnson's Plumbing (AquaVenture Water Park pool heaters)

Councilmember Murren moved, seconded by Councilmember Arens, for approval to award a bid to Johnson's Plumbing of Norfolk, Nebraska for the installation of two (2) - two million BTU commercial pool heaters needed for the 160,000-gallon wave pool at AquaVenture Water Park in the amount of \$132,018.00.

Parks and Recreation Director Nathan Powell provided information to elected officials. This is a request to award a bid with Johnson's Plumbing in the amount of \$132,018.00 to install 2-two million BTU commercial pool heaters for the 160,000-gallon wave pool at AquaVenture Water Park. Earlier this year, the recreation pool heater firewall crumbled causing it to burn through control wiring. It was determined the heater was beyond repair and beyond its expected lifespan.

The expected life of the heater was 10 years and we were using the heater for its 12th season. The 4 million BTU recreation pool heater was replaced in May 2023 with 2-two million BTU commercial pool heaters. This leaves us with a second 12-year-old 4 million BTU heater in the wave pool. With the heater beyond its expected lifespan, staff determined the best course of action is to replace the second heater during the off-season, rather than waiting for the heater to fail while the pool is open. The is a budgeted item in the amount of \$180,000 from ARPA funds, leaving us \$47,982 under budget.

Matt Johnson, Johnson Plumbing and Heating, noted replacing the 4 million BTU heater with 2-two million BTU heaters will prolong the life of the boiler.

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

Ordinance No. 5860

Councilmember Snorton introduced, seconded by Councilmember Murren, Ordinance No. 5860 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO UPDATE AND RESTRUCTURE PARKS AND RECREATION FEES; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Parks and Recreation Director Nathan Powell provided information to elected officials. This is a request to approve the updated parks and recreation fees for the 2024 season. Staff is recommending increases for AquaVenture, Sports, Cabins, and the Campground. The recommended fee increases are meant to offset the rising cost of operations and increase our cost recovery to previous levels. Previous cost recovery levels were at 30% in 2012 and have decreased to 17% in 2023. These fees will bring our fees up to comparable levels with other cities. In most cases, we have not increased fees for 10 years. The Parks and Recreation Board unanimously approved the proposed fee changes.

Ordinance No. 5860 was then read into the record by title by the City Clerk.

Roll call: Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy. Ordinance No. 5860 passed on first reading.

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

Roll call: Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy. 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 Hildebrand moved, seconded by Councilmember Arens, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5860 be passed and adopted?"

Roll call: Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy. 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. 5860 as required by law.

Resolution No. 2023-64
(Affordable Housing Action Plan)

Councilmember Arens moved, seconded by Councilmember Snorton, for adoption of Resolution No. 2023-64 approving adoption of the City of Norfolk Affordable Housing Action Plan.

Planning and Development Director Val Grimes provided information to elected officials. This is the proposed affordable housing action plan required by the state. The state legislature passed LB866 in 2020 which became statute 19-5505 requiring each city in Nebraska with a population of less than 50,000 to adopt an affordable housing action plan on or before January 1, 2024. The plan must include the following: goals for the construction of new affordable housing units; goals for a percentage of areas in the city zone for residential use which permit multi-family and middle housing; plans for the use of federal, state, and local incentives to encourage affordable, middle and workforce housing; and updates to the city's zoning codes, ordinances and regulations to incentivize affordable housing. If the city does not adopt an affordable housing action plan by the end of the year, state statute will require amendments to city code to allow development of middle housing in all areas in the city zoned for residential use that allows for the development of detached single family dwellings and a duplex on each lot or parcel zoned for residential use that allows for the development of detached single family dwellings.

Roll call: Ayes: Arens, Webb, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: Granquist and McCarthy. Resolution No. 2023-64 was adopted.

Olsson, Inc. Letter Agreement Amendment #2
(Sanitary Sewer Replacement, Monroe Ave to Logan St)

Councilmember Arens moved, seconded by Councilmember Murren, for approval of Letter Agreement Amendment #2 to the original engineering contract with Olsson, Inc. for construction services and value engineering for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street for a time-and-expense basis contract not to exceed \$81,500.00.

Water and Sewer Director Chad Roberts provided information to elected officials. On May 2, 2022, a \$47,968.00 contract with Olsson, Inc. for the 36" Sanitary Sewer Rehabilitation - 2022 - Monroe Avenue to Logan Street project was approved. On May 1, 2023, City Council approved a \$1,985,515.00 contract with Rutjens Construction to install the sanitary sewer. Construction is

anticipated to start December 15, 2023, with an anticipated completion date of August 1, 2024. Amendment #2 provides for construction administration, construction observation, SWPPP inspection, construction meetings, construction staking, project closeout, and value engineering for a time-and-expense basis not to exceed \$81,500.00.

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

Novotx, LLC contract
(Elements asset management system software)

Councilmember Hildebrand moved, seconded by Councilmember Clausen, for approval of a software implementation contract with Novotx, LLC for the Elements asset management system for a grand total of \$188,000.00.

Public Works Director Steven Rames provided information to elected officials. In mid-2018 the Public Works Department began investigating a more comprehensive asset management system that could be used by all Public Works departments, Parks, and Building and Codes.

A committee was formed consisting of Division and Department leadership, and Information Technology. The committee reviewed several different asset management systems, those included; IworQ, PubWorks, Lucity, eMaint, Cityworks, GIS Workshops, Beehive, Elements and Dude Solutions. The committee invited each of these companies to provide up to a one hour review of their system. The committee then narrowed the pool to the top three systems for a more in depth review and invited, IworQ, Dude Solutions, and Elements to provide up to a four hour in depth review of their system.

Elements has an annual licensing cost of \$35,500 per year. It is not module based, we have access to the full system, and we are able to customize the system to meet our needs. Elements directly integrates with our city GIS system. When managing assets and interacting with the GIS system it is a live connection to our GIS which is desirable. Elements was the only asset management system reviewed that had a direct GIS integration.

The implementation contract with Novotx includes the licensing for the first year, system training for city staff, and system implementation for all Public Works divisions, Parks and Recreation, and Building and Codes. Implementation includes data migration from existing asset data bases, which for Building and Codes is significant. Costs for implementations, data migration, and training are \$152,500.

Implementation would begin in January 2024 and is expected to be wrapped up by the end of 2024.

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

November sales tax report
(September sales)

Finance Officer Randy Gates provided information to the Mayor and City Council on the November sales tax report (September sales).

This was for informational purposes only.

There being no further business, the Mayor declared the meeting adjourned at 6:36 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

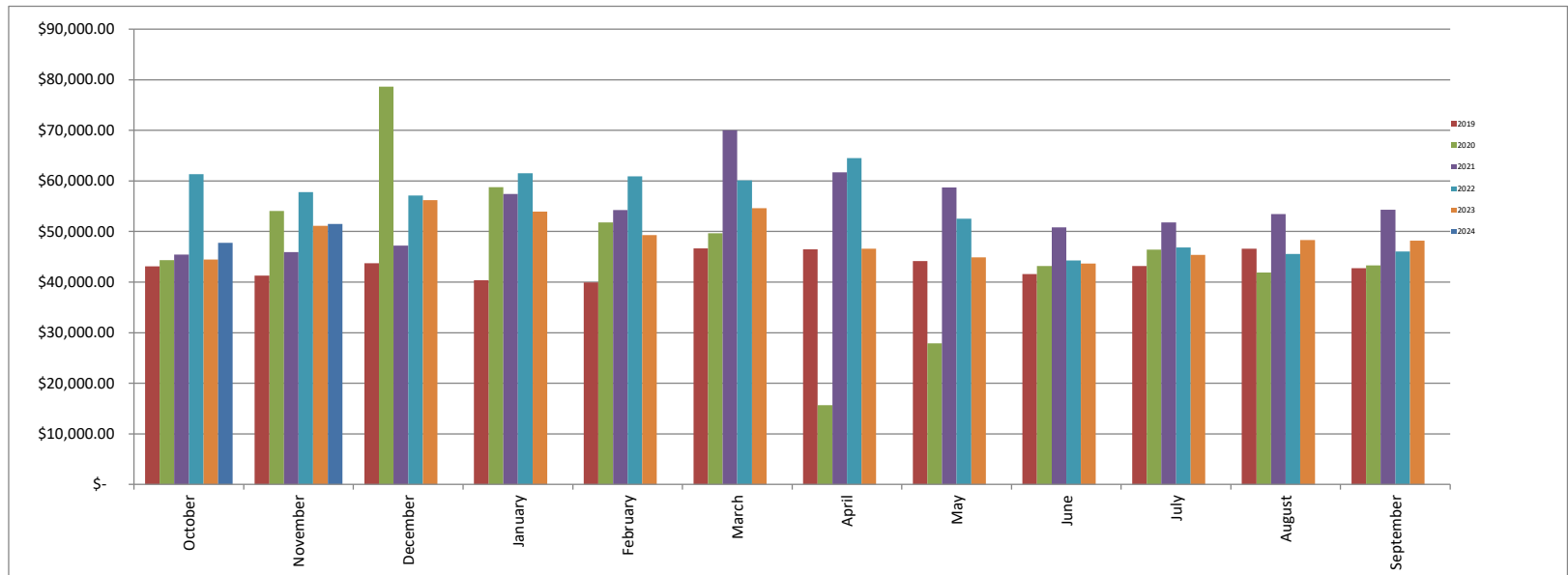
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, December 4, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually 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**

	2019	2020	2021	2022	2023	2024	2024 BUDGET	Change 2023 to 2024	BUDGET VARIANCE		
October	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 47,781.12	\$ 44,429.79	\$ 3,351.33	7.54%	\$ 3,351.33	7.54%
November	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 51,501.37	\$ 51,152.69	\$ 348.68	0.68%	\$ 348.68	0.68%
December	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ -	\$ 53,995.09	\$ -	0.00%	\$ -	0.00%
January	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ -	\$ 53,938.71	\$ -	0.00%	\$ -	0.00%
February	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ -	\$ 49,296.83	\$ -	0.00%	\$ -	0.00%
March	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ -	\$ 54,095.16	\$ -	0.00%	\$ -	0.00%
April	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ -	\$ 59,013.29	\$ -	0.00%	\$ -	0.00%
May	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ -	\$ 52,524.25	\$ -	0.00%	\$ -	0.00%
June	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ -	\$ 44,261.27	\$ -	0.00%	\$ -	0.00%
July	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ -	\$ 46,873.25	\$ -	0.00%	\$ -	0.00%
August	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ 48,286.11	\$ -	\$ 45,577.72	\$ -	0.00%	\$ -	0.00%
September	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ 48,165.84	\$ -	\$ 46,041.95	\$ -	0.00%	\$ -	0.00%
Total	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 586,647.73	\$ 99,282.49	\$ 601,200.00	\$ 3,700.01	3.87%	\$ 3,700.01	0.62%





City of Norfolk
Will Elwell

November 16th, 2023

State Contract # 15811

- 1. 2024 Ford F550 4x2 Crew Cab : \$86,039
- 2. 6.7L Diesel automatic--included
- 3. Crew cab-4 door--included
- 4. Deduct for no dump body: (-\$14,989)
- 5. Deduct for XL package: (-\$1,647)
- 7. 4x4: \$3,995
- 8. Running boards: \$250
- 9. Snow plow prep: \$250
- 10. Vinyl flooring--included
- 11. 84" CA: \$495
- 12. Power equipment group--included
- 13. Limited slip axle--included
- 14. PTO provision--included
- 15. Exterior color of choice--included
- 16. Engine block heater--included
- 17. ETA: 4-6 months

Total State Contract price: \$74,393

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

SUBDIVISION APPLICATION

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

Name of Subdivision: Wyndham Hills 7th Addition

Preliminary
 Final

Applicant: Whitecliff Development 1000 W. Norfolk Ave, Norfolk, NE
 Name Address
(402) 379-3236 robertdover@doversite.com
 Phone Email

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


Contact: Erica Daake 1000 W. Norfolk Ave, Norfolk, NE
 (other than Name Address
 Applicant) 402.649.3700 doversite@doversite.com
 Phone Email

Current Zoning: R1

General Location/Address: 2000 N. 30th St, Norfolk, NE

Legal Description: TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BEING A PART OF THE SOUTHWEST 1/4 OF THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SEC 17, T24N, R1W OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

Property Area, Square Feet and/or Acres: 6.79 AC



 Signature of Owner Authorized Agent
Erica Daake OR _____
 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

FINAL PLAT OF WYNDHAM HILLS 7TH ADDITION

TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

DEDICATION & WAIVER

WE, WHITECLIFF DEVELOPMENT INC., ARE THE SOLE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN AND WE HAVE CAUSED TO BE MADE A SURVEY AND PLAT OF SAID TRACT OF LAND AS SHOWN HEREIN. SAID TRACT OF LAND SHALL HERINAFTER BE KNOWN AS WYNDHAM HILLS 7TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

WE DO HEREBY DEDICATE THE STREETS, AVENUES, DRIVES, ROADS, AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO ON THE PLAT TO THE USE AND BENEFIT OF THE PUBLIC.

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

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

WHITECLIFF DEVELOPMENT, INC.
A NEBRASKA CORPORATION

ERICA DOVER-DAAKE
PRESIDENT/TREASURER

ACKNOWLEDGMENT OF NOTARY:

ON THE _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED WITHIN AND FOR SAID COUNTY, APPEARED ERICA DOVER-DAAKE, PRESIDENT/TREASURER OF WHITECLIFF DEVELOPMENT, INC., A NEBRASKA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME

AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC, STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

MORTGAGE NOTE:

ELKHORN VALLEY BANK AND TRUST, 1010 OMAHA AVE, NORFOLK, NEBRASKA, 68701, THE HOLDER OF A MORTGAGE ON A THE REAL ESTATE SHOWN ON THE ACCOMPANYING PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, DO HEREBY CONCUR WITH THE PLATTING OF SAID REAL ESTATE AS "WYNDHAM HILLS 7TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA," AS SHOWN.

SIGNED _____ DAY OF _____, 2023.

TARA BUELL-KORTH
ELKHORN VALLEY BANK

ACKNOWLEDGMENT OF NOTARY:

ON THE _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED WITHIN AND FOR SAID COUNTY, APPEARED TARA BUELL-KORTH, ELKHORN VALLEY BANK, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME

AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC, STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

NOTARY PUBLIC (PRINTED NAME)

PLANNING COMMISSION APPROVAL:

THE FOREGOING AND WITHIN PLAT, APPROVED BY PLANNING COMMISSION OF THE CITY OF NORFOLK,

MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2023.

DAN SPRAY, CHAIRMAN

MAYOR & CITY COUNCIL APPROVAL:

THE FOREGOING AND WITHIN PLAT, APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE

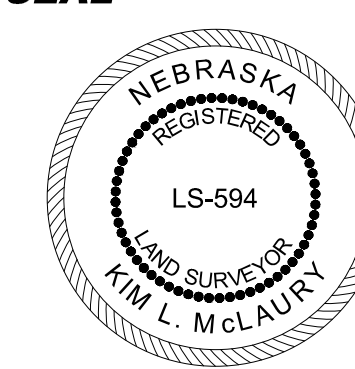
CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2023.

ATTEST.

BRIAN NA DUERST, CLERK

JOSH MOENNING, MAYOR

SEAL



502 W. MADISON STREET
NORFOLK, NE 68701
402.316.2625



CITY OF NORFOLK

WYNDHAM HILLS 7TH ADDITION

SCALE: 1" = 50' DATE: 10/31/2023 JOB NO: 42221201

DRAWN BY: JPK APPROVED BY: KLM SHEET 1 OF 1

ADDRESS TABLE		
LOT NUMBER	ADDRESS	SIZE (SQ. FT.)
LOT 9, BLOCK 4	2928 MMICK DR 2102 N. 30TH ST	18,126
LOT 10, BLOCK 5	2921 MMICK DR 2002 N. 30TH ST	23,476
LOT 11, BLOCK 5	2000 N. 30TH ST	30,024
LOT 12, BLOCK 5	1908 N. 30TH ST	25,569
LOT 13, BLOCK 5	1906 N. 30TH ST	22,059
LOT 12, BLOCK 6	1905 N. 30TH ST	16,455
LOT 13, BLOCK 6	1907 N. 30TH ST	17,121
LOT 14, BLOCK 6	2001 N. 30TH ST	16,854
LOT 15, BLOCK 6	2003 N. 30TH ST	16,254
LOT 16, BLOCK 6	2005 N. 30TH ST	15,592
LOT 17, BLOCK 6	2101 N. 30TH ST	14,914
LOT 18, BLOCK 6	2103 N. 30TH ST	14,251

SCALE: 1 INCH = 50 FEET



SURVEYOR'S NOTES:

- ALL REAR LOT LINES HAVE A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT AND ALL SIDE LOT LINES HAVE A 5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, UNLESS SHOWN OTHERWISE.
- A 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.

SETBACKS

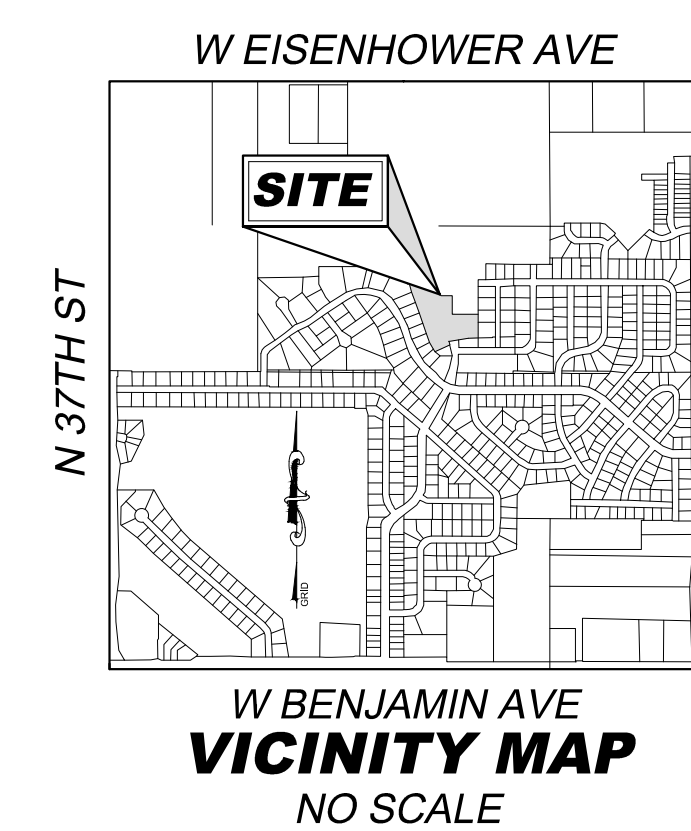
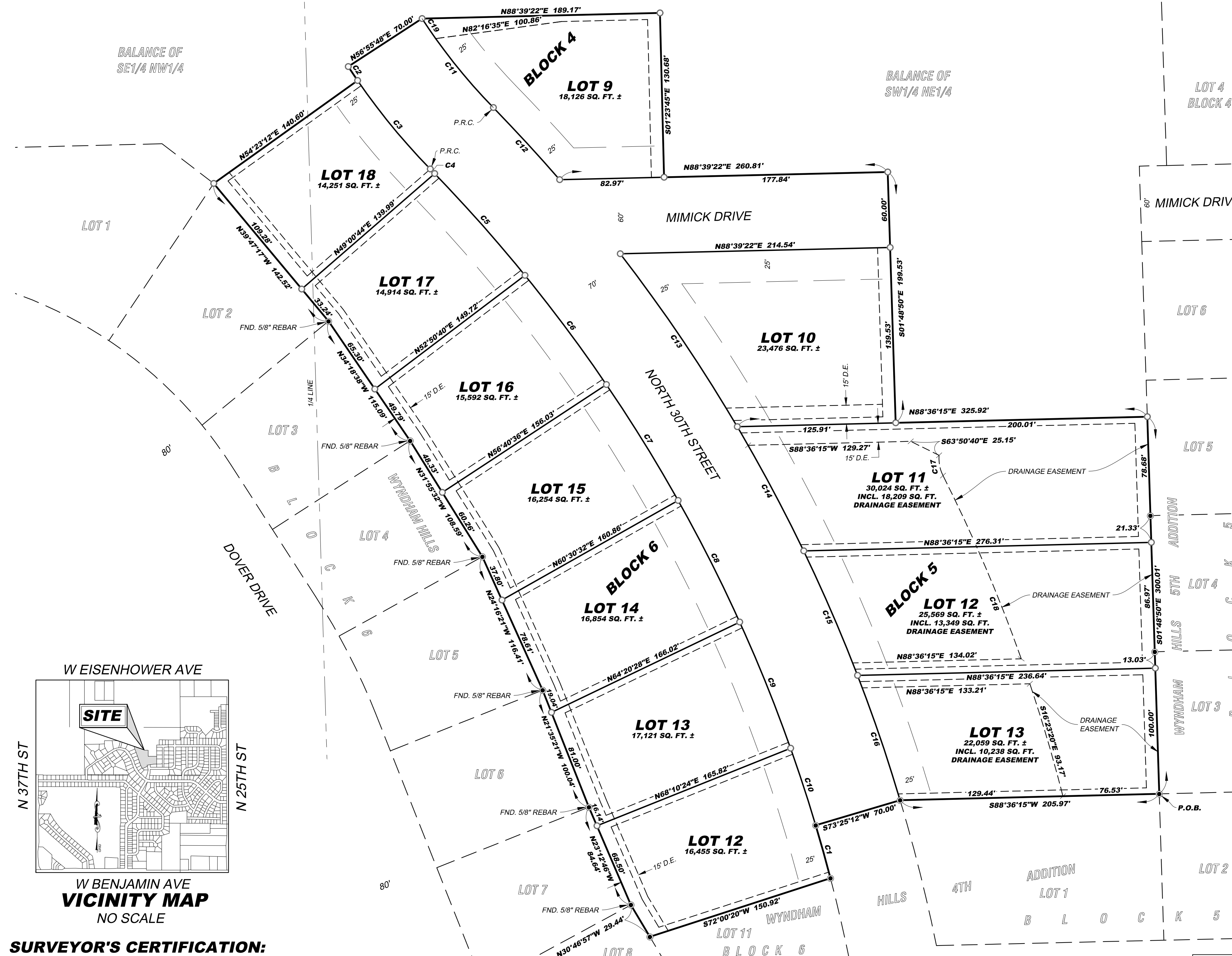
25' - FRONT YARD
25' - STREET SIDE YARD
7' - SIDE YARD
20% OF DEPTH OF THE LOT OR 30' WHICHEVER IS LESS - REAR YARD

LEGEND

- IRON MONUMENT FOUND
- IRON MONUMENT SET
- △ CALCULATED CORNER
- (P) PLATTED DISTANCE
- R.O.W. RIGHT OF WAY
- N.A.P. NOT A PART OF THIS SURVEY
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- D.U.E. DRAINAGE & UTILITY EASEMENT
- I.E.E. INGRESS/EGRESS EASEMENT
- P.O.B. POINT OF BEGINNING
- P.R.C. POINT OF REVERSE CURVATURE
- - - EASEMENT LINE
- BUILDING SETBACK LINE

CURVE TABLE

NAME	DELTA	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	1°58'36"	43.64	1264.99	S15°35'31"E	43.64
C2	1°25'32"	13.31	535.00	N33°46'54"W	13.31
C3	9°45'36"	91.14	535.04	S39°22'29"E	91.03
C4	0°13'52"	5.10	1264.96	N44°08'22"W	5.10
C5	4°53'52"	108.14	1264.99	N41°34'30"W	108.10
C6	4°54'22"	108.32	1264.99	S36°40'23"E	108.28
C7	4°54'35"	108.40	1264.99	S31°45'55"E	108.36
C8	4°54'32"	108.38	1264.99	S26°51'21"E	108.35
C9	4°54'14"	108.27	1264.99	S21°56'58"E	108.23
C10	2°55'03"	64.41	1264.99	S18°02'20"E	64.41
C11	11°11'03"	90.79	465.09	N38°39'45"W	90.64
C12	3°20'45"	77.93	1334.45	N42°34'57"W	77.92
C13	7°07'48"	166.11	1334.86	N34°04'51"W	166.00
C14	4°49'22"	111.99	1334.99	N28°06'47"W	111.95
C15	4°37'57"	107.88	1334.32	N23°23'39"W	107.85
C16	4°30'07"	104.84	1334.32	N18°49'50"W	104.82
C17	31°48'09"	16.65	30.00	N10°51'02"E	16.44
C18	7°15'58"	158.51	1250.00	N23°07'09"W	158.40
C19	2°22'58"	19.31	464.20	S34°15'39"E	19.31



SURVEYOR'S CERTIFICATION:

I, KIM L. McLAURY, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HAVE AT THE REQUEST OF WHITECLIFF DEVELOPMENT INC., DIRECTED AND SUPERVISED THE SURVEY OF A TRACT OF LAND CONSISTING OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

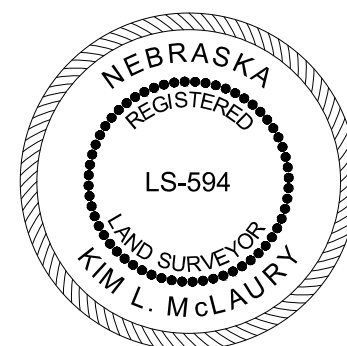
I HAVE SUBDIVIDED SAID TRACT OF LAND TO BE HERINAFTER KNOWN AS WYNDHAM HILLS 7TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, AS SHOWN ON THE PLAT HEREIN.

I CERTIFY THAT THE PLAT HEREIN IS THE ORIGINAL, ACCURATE AND CORRECT PLAT OF SAID WYNDHAM HILLS 7TH ADDITION AND THAT SAID PLAT ACCURATELY REFLECTS ALL OF THE LOTS, BLOCKS, ROADS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID ADDITION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF AND MARKED AND ARE DESIGNATED AND SHOWN ON THE PLAT HEREIN.

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

I CERTIFY THAT I HAVE EXECUTED THE ABOVE INSTRUMENT

THIS _____ DAY OF _____, 2023.



KIM L. McLAURY DATE: _____
NEB. REG. L.S. NO. 594

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 5, WYNDHAM HILLS 5TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF LOT 2, BOTH IN BLOCK 5, WYNDHAM HILLS 4TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S88°36'15"W ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 205.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION; THENCE S73°25'12"W, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1264.99 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 43.64 FEET THROUGH A CENTRAL ANGLE OF 01°58'36" AND HAVING A CHORD OF S15°35'31"E, 43.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 6, WYNDHAM HILLS 4TH ADDITION; THENCE S72°00'20"W ALONG THE NORTH LINE OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 150.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION AND TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N30°46'57"W ALONG THE EAST LINE OF SAID LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 29.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND THE SOUTHEAST CORNER OF SAID LOT 7, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N23°12'46"W ALONG THE EAST LINE OF SAID LOT 7, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 84.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 AND THE SOUTHEAST CORNER OF LOT 6, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N21°35'21"W ALONG THE EAST LINE OF SAID LOT 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 100.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF SAID LOT 5, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N24°16'21"W ALONG THE EAST LINE OF SAID LOT 5, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 116.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF SAID LOT 4, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N31°55'32"W ALONG THE EAST LINE OF SAID LOT 4, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 108.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE SOUTHEAST CORNER OF LOT 3, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N34°18'38"W ALONG THE EAST LINE OF SAID LOT 3, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 115.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE SOUTHEAST CORNER OF LOT 2, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N39°47'17"W ALONG THE EAST LINE OF SAID LOT 2, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 142.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF LOT 1, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N54°23'12"E, A DISTANCE OF 140.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 535.00 FEET; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 13.31 FEET THROUGH A CENTRAL ANGLE OF 01°25'32" AND HAVING A CHORD OF N33°46'54"W, 13.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH 30TH STREET; THENCE N56°55'48"E, A DISTANCE OF 70.00 FEET; THENCE N88°39'22"E, A DISTANCE OF 189.17 FEET; THENCE S01°23'45"E, A DISTANCE OF 130.68 FEET; THENCE N88°39'22"E, A DISTANCE OF 177.84 FEET; THENCE S01°48'50"E, A DISTANCE OF 199.53 FEET; THENCE N88°36'15"E, A DISTANCE OF 200.01 FEET TO A POINT ON THE WEST LINE OF LOT 5, BLOCK 5, WYNDHAM HILLS 5TH ADDITION; THENCE S01°48'50"E ALONG THE WEST LINES OF LOT 3, LOT 4 AND LOT 5, ALL IN BLOCK 5, WYNDHAM HILLS 5TH ADDITION, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.79 ACRES MORE OR LESS.

December 5, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On December 5, 2023 the Norfolk Planning Commission reviewed the final plat of Wyndham Hills 7th Addition.

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

The Planning Commission recommends approval of the request with a 5-0 vote.

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-65

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:

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 5, WYNDHAM HILLS 5TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF LOT 2, BOTH IN BLOCK 5, WYNDHAM HILLS 4TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S88°36'15"W ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 205.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION; THENCE S73°25'12"W, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1264.99 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 43.64 FEET THROUGH A CENTRAL ANGLE OF 01°58'36" AND HAVING A CHORD OF S15°35'31"E, 43.64 FEET TO THE NORTHEAST CORNER OF LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION; THENCE S72°00'20"W ALONG THE NORTH LINE OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 150.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION AND TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N30°46'57"W ALONG THE EAST LINE OF SAID LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 29.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND THE SOUTHEAST CORNER OF LOT 7, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N23°12' 46"W ALONG THE EAST LINE OF SAID LOT 7, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 84.64 FEET TO

THE NORTHEAST CORNER OF SAID LOT 7 AND THE SOUTHEAST CORNER OF LOT 6, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N21°35'21"W ALONG THE EAST LINE OF SAID LOT 6, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 100.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF LOT 5, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N24°16'21"W ALONG THE EAST LINE OF SAID LOT 5, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 116.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF LOT 4, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N31°55'32"W ALONG THE EAST LINE OF SAID LOT 4, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 108.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE SOUTHEAST CORNER OF LOT 3, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N34°18'38"W ALONG THE EAST LINE OF SAID LOT 3, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 115.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE SOUTHEAST CORNER OF LOT 2, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N39°47'17"W ALONG THE EAST LINE OF SAID LOT 2, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 142.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF LOT 1, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N54°23'12"E, A DISTANCE OF 140.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 535.00 FEET; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 13.31 FEET THROUGH A CENTRAL ANGLE OF 01°25'32" AND HAVING A CHORD OF N33°46'54"W, 13.31 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH 30TH STREET; THENCE N56°55'48"E, A DISTANCE OF 70.00 FEET; THENCE N88°39'22"E, A DISTANCE OF 189.17 FEET; THENCE S01°23'45"E, A DISTANCE OF 130.68 FEET; THENCE N88°39'22"E, A DISTANCE OF 177.84 FEET; THENCE S01°48'50"E, A DISTANCE OF 199.53 FEET; THENCE N88°36'15"E, A DISTANCE OF 200.01 FEET TO A POINT ON THE WEST LINE OF LOT 5, BLOCK 5, WYNDHAM HILLS 5TH ADDITION; THENCE S01°48'50"E ALONG THE WEST LINES OF LOT 3, LOT 4 AND LOT 5, ALL IN BLOCK 5, WYNDHAM HILLS 5TH ADDITION, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 6.79 ACRES MORE OR LESS.

WHEREAS, said property is owned by Whitecliff Development, Inc., a Nebraska Corporation; and

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

WHEREAS, a plat and subdivision agreement 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 Wyndham Hills 7th Addition, City of Norfolk, Madison County, Nebraska, and its accompanying subdivision agreement, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

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

SUBDIVISION AGREEMENT

WYNDHAM HILLS 7th ADDITION

BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

This Agreement is made and entered into this _____ day of _____, 2023 by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as the "City" and Whitecliff Development, Inc., a Nebraska corporation, hereinafter referred to as the "Developer".

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

A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 5, WYNDHAM HILLS 5TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF LOT 2, BOTH IN BLOCK 5, WYNDHAM HILLS 4TH ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S88°36'15"W ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 205.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 5, WYNDHAM HILLS 4TH ADDITION; THENCE S73°25'12"W, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1264.99 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, A DISTANCE

OF 43.64 FEET THROUGH A CENTRAL ANGLE OF 01°58'36" AND HAVING A CHORD OF S15°35'31"E, 43.64 FEET TO THE NORTHEAST CORNER OF LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION; THENCE S72°00'20"W ALONG THE NORTH LINE OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION, A DISTANCE OF 150.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 6, WYNDHAM HILLS 4TH ADDITION AND TO A POINT ON THE EAST LINE OF LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N30°46'57"W ALONG THE EAST LINE OF SAID LOT 8, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 29.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 8 AND THE SOUTHEAST CORNER OF LOT 7, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N23°12' 46"W ALONG THE EAST LINE OF SAID LOT 7, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 84.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 AND THE SOUTHEAST CORNER OF LOT 6, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N21°35'21"W ALONG THE EAST LINE OF SAID LOT 6, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 100.04 FEET TO THE NORTHEAST CORNER OF SAID LOT 6 AND THE SOUTHEAST CORNER OF LOT 5, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N24°16'21"W ALONG THE EAST LINE OF SAID LOT 5, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 116.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF LOT 4, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N31°55'32"W ALONG THE EAST LINE OF SAID LOT 4, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 108.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE SOUTHEAST CORNER OF LOT 3, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N34°18'38"W ALONG THE EAST LINE OF SAID LOT 3, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 115.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE SOUTHEAST CORNER OF LOT 2, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N39°47'17"W ALONG THE EAST LINE OF SAID LOT 2, BLOCK 6, WYNDHAM HILLS ADDITION, A DISTANCE OF 142.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE SOUTHEAST CORNER OF LOT 1, BOTH IN BLOCK 6, WYNDHAM HILLS ADDITION; THENCE N54°23'12"E, A DISTANCE OF 140.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 535.00 FEET; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, A DISTANCE OF 13.31 FEET THROUGH A CENTRAL ANGLE OF 01°25'32" AND HAVING A CHORD OF N33°46'54"W, 13.31 FEET; THENCE N56°55'48"E, A DISTANCE OF 70.00 FEET; THENCE N88°39'22"E, A DISTANCE OF 189.17 FEET; THENCE S01°23'45"E, A DISTANCE OF 130.68 FEET; THENCE N88°39'22"E, A DISTANCE OF 177.84 FEET; THENCE S01°48'50"E, A DISTANCE OF 199.53 FEET; THENCE N88°36'15"E, A DISTANCE OF 200.01 FEET TO A POINT ON THE WEST LINE OF LOT 5, BLOCK 5, WYNDHAM HILLS 5TH ADDITION; THENCE S01°48'50"E ALONG THE WEST LINES OF LOT 3, LOT 4 AND LOT 5, ALL IN BLOCK 5, WYNDHAM HILLS 5TH ADDITION, A DISTANCE OF 300.01 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.79 ACRES MORE OR LESS.

AND WHEREAS, the Developer wishes to plat said property and hereby submits to the City as provided by law, an accurate Subdivision Plat to be known as WYNDHAM HILLS 7TH

ADDITION, IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

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

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

GENERAL CONDITIONS:

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

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

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

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

3. Street Improvements: The Developer agrees to construct and install paving, foundation course, and storm sewer improvements according to the plans and specifications approved by the City Engineer and filed with the City Engineer's office. All residential streets in the

subdivision will be thirty-one feet (31') measured back of curb to back of curb. Thirtieth Street (30th Street) has been planned as a residential collector and shall be 36 feet (36') measured back of curb to back of curb. The Developer agrees to pay all costs associated with the construction of streets and the installation of storm sewer.

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

4. Sidewalks: The Developer agrees to install a five-foot-wide sidewalk on the street side or sides of each lot the Subdivision by each respective lot owner, as provided for in Section 22-20 of the Norfolk City Code. Lots or Outlots that are used for storm water control shall also require construction of sidewalk along adjacent streets as provided for in Section 22-20 of Norfolk City Code.
5. Grading and Drainage: The Developer agrees to grade the Subdivision according to the grading and drainage plans approved by the City Engineer and filed in the City Engineer's office, such plans are made a part of this agreement by reference. A Standard Grading Permit shall be obtained from the City prior to commencing grading activity.

A portion of this subdivision shall be used as a Post-Construction Stormwater Management Plan and Maintenance Agreement and Easement originally established with the Wyndham Hills 5th Addition and recorded in Book 2021, Page 05334 with the Madison County Register of Deeds on October 6th, 2021 at 1:30 PM. The Developer agrees to build the facility as shown in the referenced Post Construction Storm Water Management Plan Maintenance Agreement and Easement and current approved construction plans for the Wyndham Hills 7th Addition.

The Developer agrees to file a Post-Construction Stormwater Management Plan and Maintenance Agreement and Easement agreement specific to Wyndham Hills 7th Addition subsequent to this Subdivision Agreement.

The Developer agrees to maintain the facility as required by Norfolk City Code and as agreed to in the Post Construction Stormwater Management Plan Maintenance Agreement and Easement. There will be no cost to the City for construction, maintenance or inspection of the facility.

Temporary erosion control consisting of straw or hay mulch, cover crop seeding, and tackifier if needed shall be applied to all open unseeded ground within two weeks of achieving rough grade. Temporary erosion control shall be applied independent of permanent erosion control such as permanent seeding. All Storm Water Pollution Prevention measures (Best Management Practices, BMP's) shall be installed before, during, and following grading activity as required by Storm Water Pollution Prevention Plan, SWPPP. BMP's installations shall be modified as required during construction to meet the intended erosion control requirements of the Federal Clean Water Act. In

addition to the temporary erosion control measures listed above, a wind erosion measure such as ProPlus' Floc Loc, or Terra Nova's DustCap or EarthGuard, shall be applied as needed to reduce the soil erosion caused by medium to high velocity winds.

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

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

6. Street Lights:

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

Residential Lighting: (NPPD May Chose Alternate Specifications based on Availability and Cost)

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

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

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

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

1. Construction Phase Engineering Services:

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

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

Conduct a preconstruction meeting.

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

Develop SWPPP documents and submit NOI.

Review shop drawings and submittals for compliance with construction documents.

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

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

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

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

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

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

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

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

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

PROJECT CLOSE-OUT

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

Using the Resident Project Representative's record drawings, revise the construction documents to reflect the construction records for the project. Prepare a summary of the materials testing that was completed on the project. Provide the City with two (2) sets of record drawings, submittals, Certificates of Compliance for incorporated materials, testing package, inspections reports, daily diary, and a CD of the .pdfs of the project records.

MISCELLANEOUS:

1. The Developer agrees to pay all interest and principal on any special assessments levied by the City on the property being so subdivided as the same shall become due until such time as the property is sold. At the time any lot is conveyed to a third party, any special assessments remaining unpaid against said property being transferred shall be paid in full at the time of the closing of the conveyance of said lot. If the Developer fails to keep special assessments current, the City may seek to collect the delinquent amount by any remedy allowed by law or in equity.
2. For all improvements to be constructed by the Developer, the Developer agrees to hold the City of Norfolk harmless from any and all liability and claims arising out of and relative to the development of this Subdivision including, but not limited to, the determination of wetlands as defined in the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environment and Energy.
3. The Developer agrees to specifically comply with Section 23-45-(J)-3 of the Norfolk City Code stating that "Forty-eight (48) hours" notice shall be given to the City Engineer prior to the start of construction on any improvements in THE WYNDHAM HILLS 7TH ADDITION.

4. The Developer agrees to use best efforts to keep the public right-of-way free from accumulation of water, waste material, weeds or rubbish, and to keep the finished street surfaces free from dirt that may be caused by any operations during the construction phase.
5. The Developer agrees that it will install conduit for electrical wires in the Property, including the conduit necessary for street lights. Such conduit will be installed concurrently with other electrical conduit in the Property. There will be no cost to the City for installation of electrical conduit.
6. Any contracts entered into by the Developer for the construction or installation of the improvements set forth in this agreement shall provide that the contractor or subcontractor constructing or installing such improvements shall have no recourse against the City for any costs or claims related to the construction or installation of such improvements, except where resulting from the gross negligence of the City.
7. The Developer shall use best efforts to keep such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Property directly or indirectly caused by, attributable to, or related to construction and installation of the improvements to be installed or constructed by the Developer under this Agreement.
8. Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the City, which may be withheld in City's sole discretion.
9. In the performance of this agreement, the Developer, its agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
10. This Agreement shall run with the land and be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
11. The Developer shall comply with the most current City codes, design standards, specifications, and policies for the design and construction of public infrastructure and all testing requirements outlined in the City of Norfolk's Minimum Testing Requirements for Public Improvements Policy Number 2019-01.

[SIGNATURE PAGES TO FOLLOW]

“City”

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

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

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

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

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

Notary Public

Executed as of the date first above written.

“Developer”

Whitecliff Development Inc, a Nebraska corporation

BY: _____
Erica Dover-Daake Director

STATE OF NEBRASKA)
) ss
COUNTY OF _____)

Before me, a Notary Public, duly qualified in and for said County and State, personally appeared Erica Dover-Daake, President of WhiteCliff Development Inc., A Nebraska corporation, on behalf of said Corporation, known to me to be the identical persons who executed the foregoing instrument and acknowledge the execution thereof to be her voluntary act and deed.

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

Notary Public

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Norfolk Senior Citizen's Center, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "CENTER", WITNESSETH:

WHEREAS, CENTER maintains a building at 307 W. Prospect Avenue, Norfolk, Nebraska, from which it provides services to area senior citizens; and

WHEREAS, said building has a heating, ventilation, and air conditioning (HVAC) system that is in need of repairs; and

WHEREAS, CITY is desirous of contributing funds to CENTER to help fund repairs to its HVAC system; and

WHEREAS, CITY is authorized to expend money for the purpose of administering funding for services designed to meet the needs of elderly persons pursuant to the provisions of Nebraska Revised Statute 16-255.

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

1. FUNDS. CITY shall pay to CENTER the amount of Eighty Thousand Dollars (\$80,000.00) upon execution of this Agreement. CENTER shall use the funds for the purpose of meeting the needs of elderly persons primarily by repairing CENTER's HVAC system at 307 W. Prospect Avenue, Norfolk, Nebraska, all in accordance with Nebraska Revised Statute Section 16-255, a copy of which is attached hereto and marked as Exhibit "A".

2. HOLD HARMLESS/INDEMNIFICATION. CENTER agrees to hold CITY harmless and indemnify CITY 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.

3. E-VERIFY. CENTER 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.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement in duplicate the day and year first above written.

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 SENIOR CITIZEN’S CENTER, INC.
A Nebraska Nonprofit Corporation

By _____
Printed name: _____
Title: _____

By _____
Printed name: _____
Title: _____

EXHIBIT "A"

16-255. Facilities, programs, and services for elderly persons; authorized.

A city of the first class may plan, initiate, operate, maintain, administer funding for, and evaluate facilities, programs, and services designed to meet the needs of elderly persons. Such city may contract with state agencies, political subdivisions, and private nonprofit agencies to exercise and carry out such powers.

Source: Laws 1991, LB 810, § 1.



Norfolk Parks and Recreation Master Plan



Norfolk Parks and Recreation - Findings and Public Engagement
Presentation



Comprehensive Master Plan Process

Where Are We Today?

- Site & facility assessments
- Park classification and level of service standards
- Related plans review
- Program review
- GIS Mapping

Where Are We Going Tomorrow?

- Statistically-valid survey
- Online survey
- Demographics and trends analysis
- Benchmark analysis
- Stakeholder interviews and focus groups
- Public meeting

How Do We Get There?

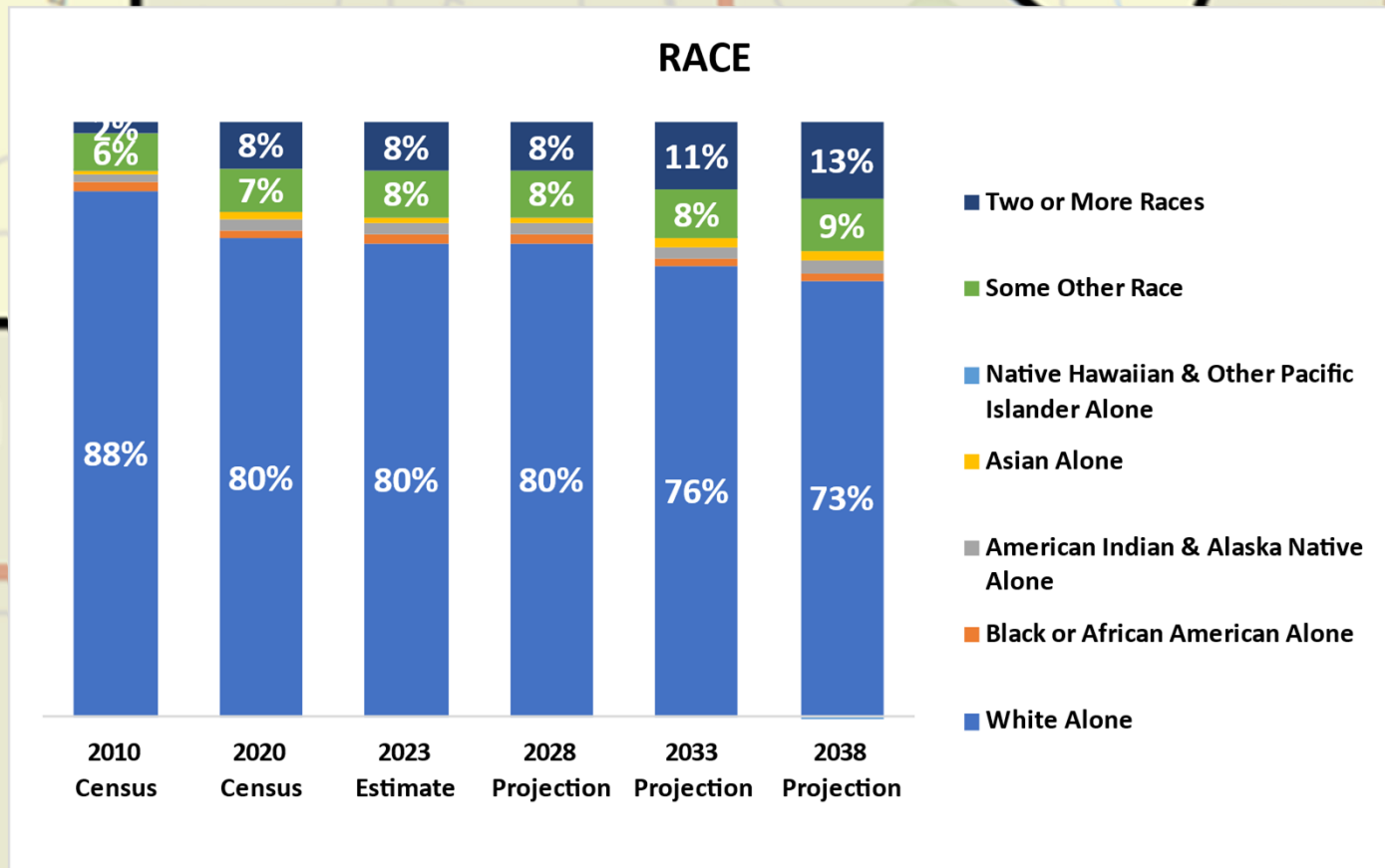
- Needs prioritization
- Operational review
- Capital improvement planning
- Funding and revenue planning
- Strategic action plan

 = Completed



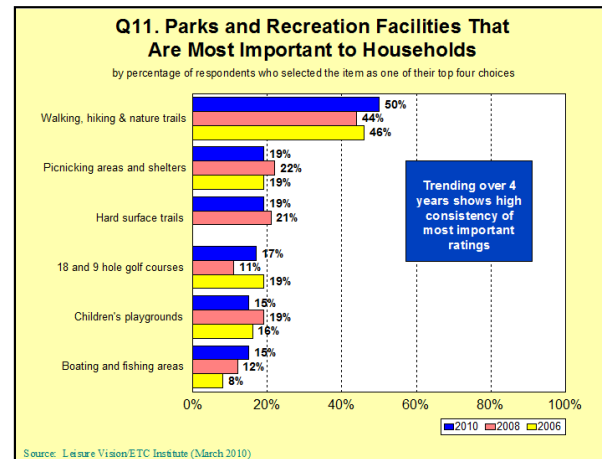
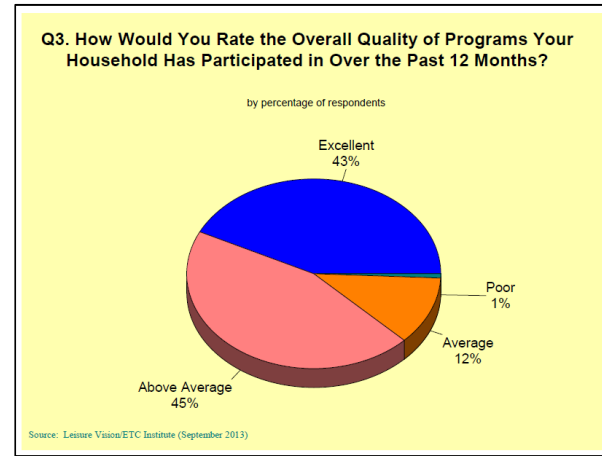
Demographics

Slight Diversification





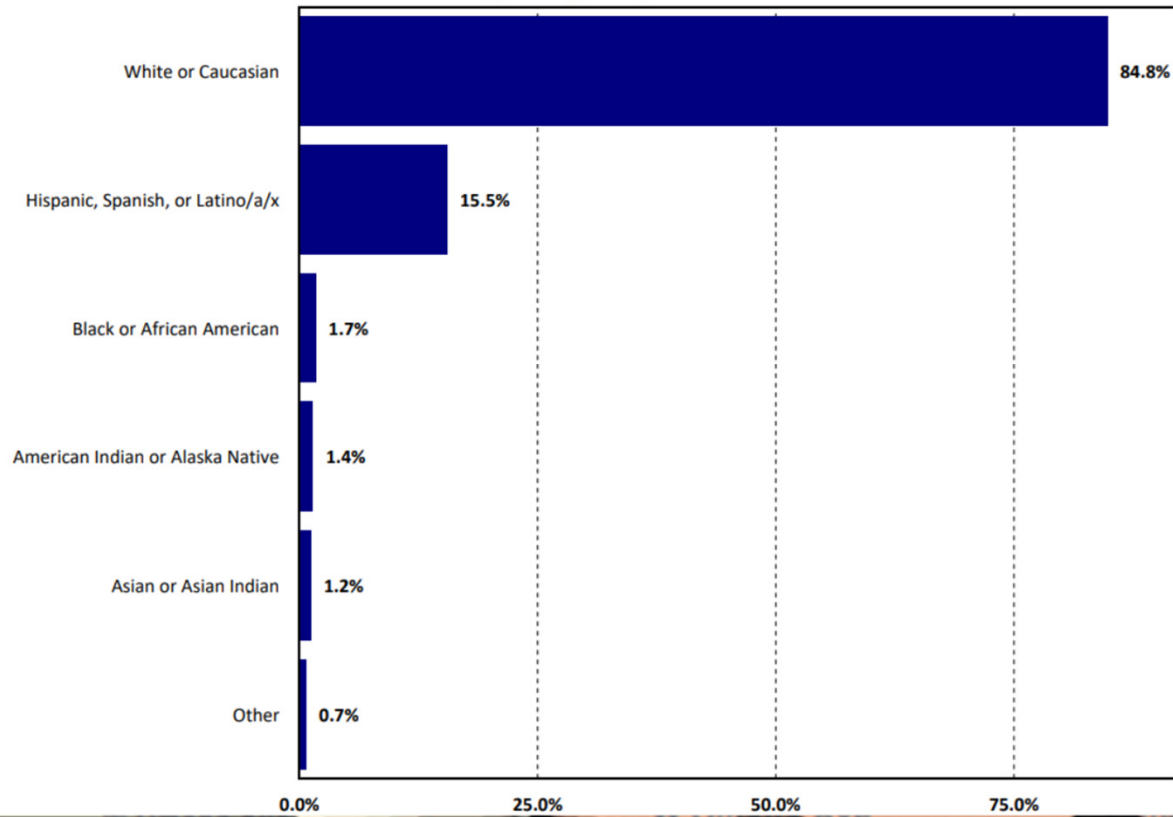
- Market research firm of nearly 100 people based in Kansas City
- Partners with PROS Consulting on over 500 surveys over the past 28 years
- Extensive experience conducting services in English and Spanish
- Over \$2 billion of voter approved initiatives



Survey Results

Q22. Which of the following best describes your race/ethnicity?

by percentage of respondents



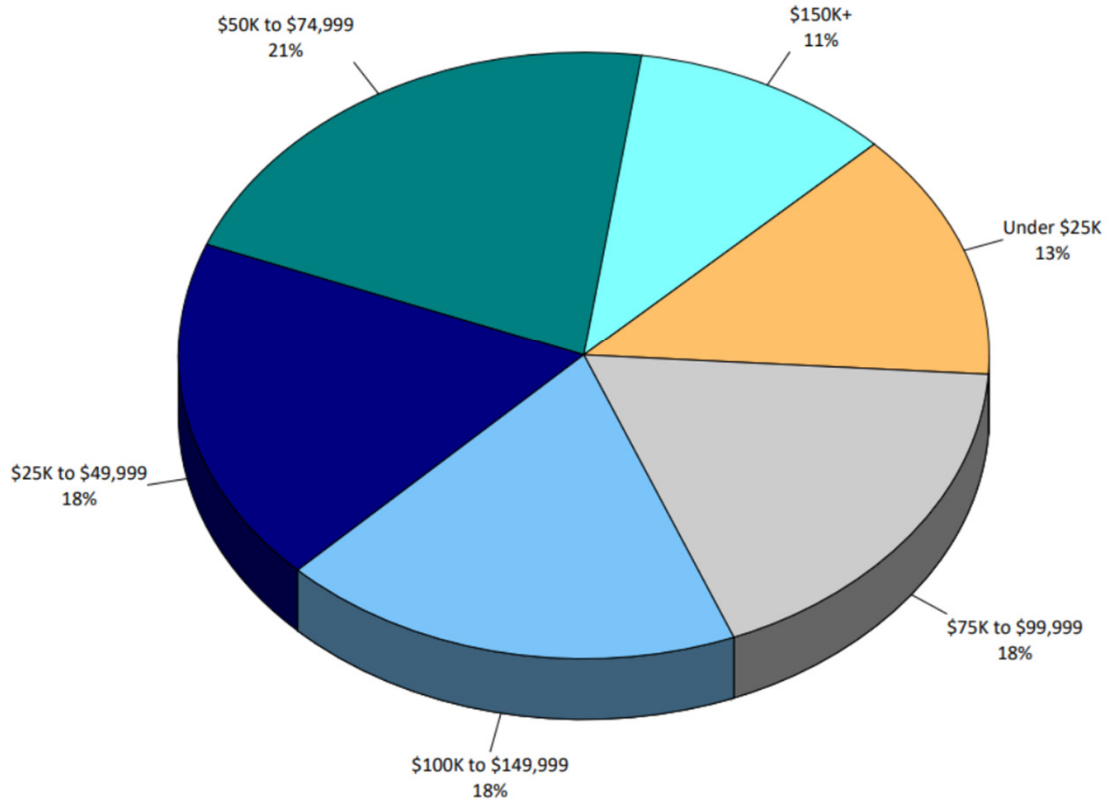
Norfolk, NE 2023 Survey

Survey Results

Norfolk, NE 2023 Survey

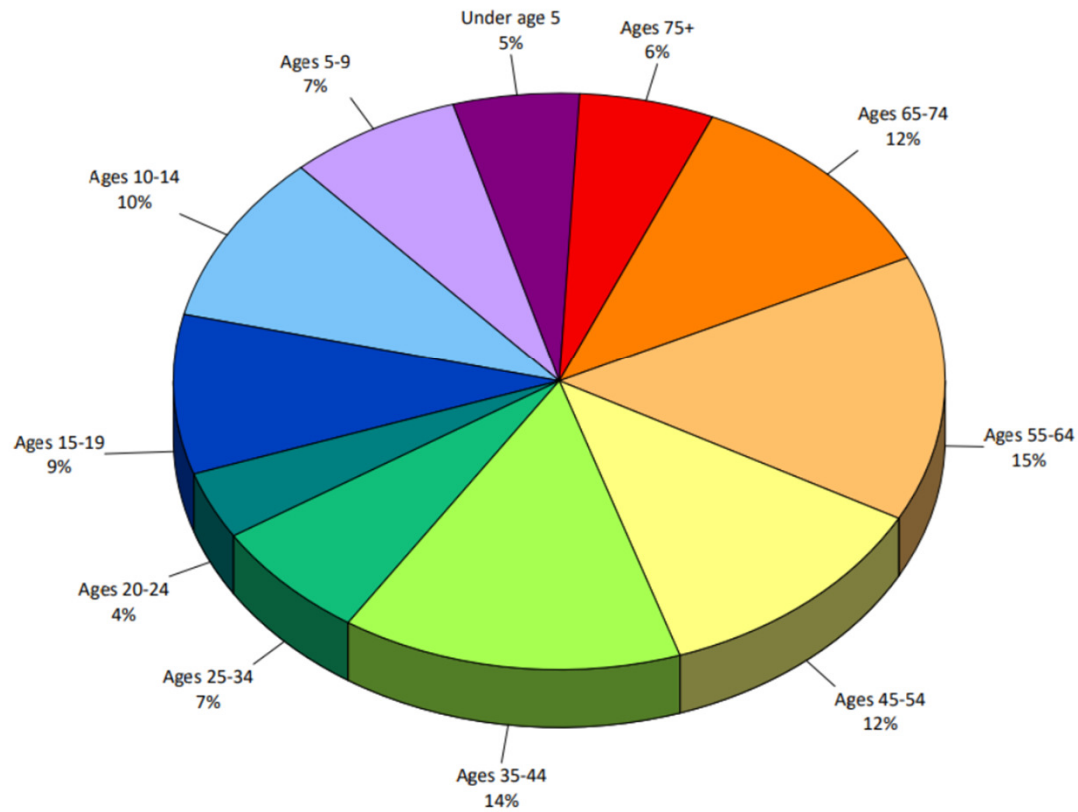
Q23. What is your total annual household income?

by percentage of respondents (excluding "not provided")



Survey Results

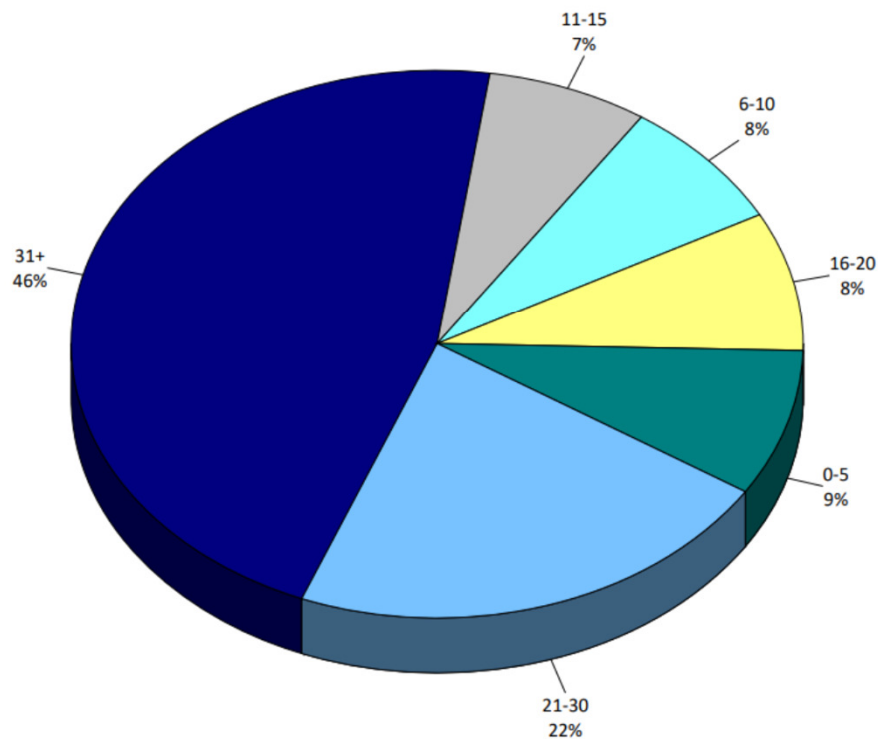
Q1. Counting yourself, how many people in your household are...
by percentage of persons in household



Survey Results

Q20. How many years have you lived in the City of Norfolk?

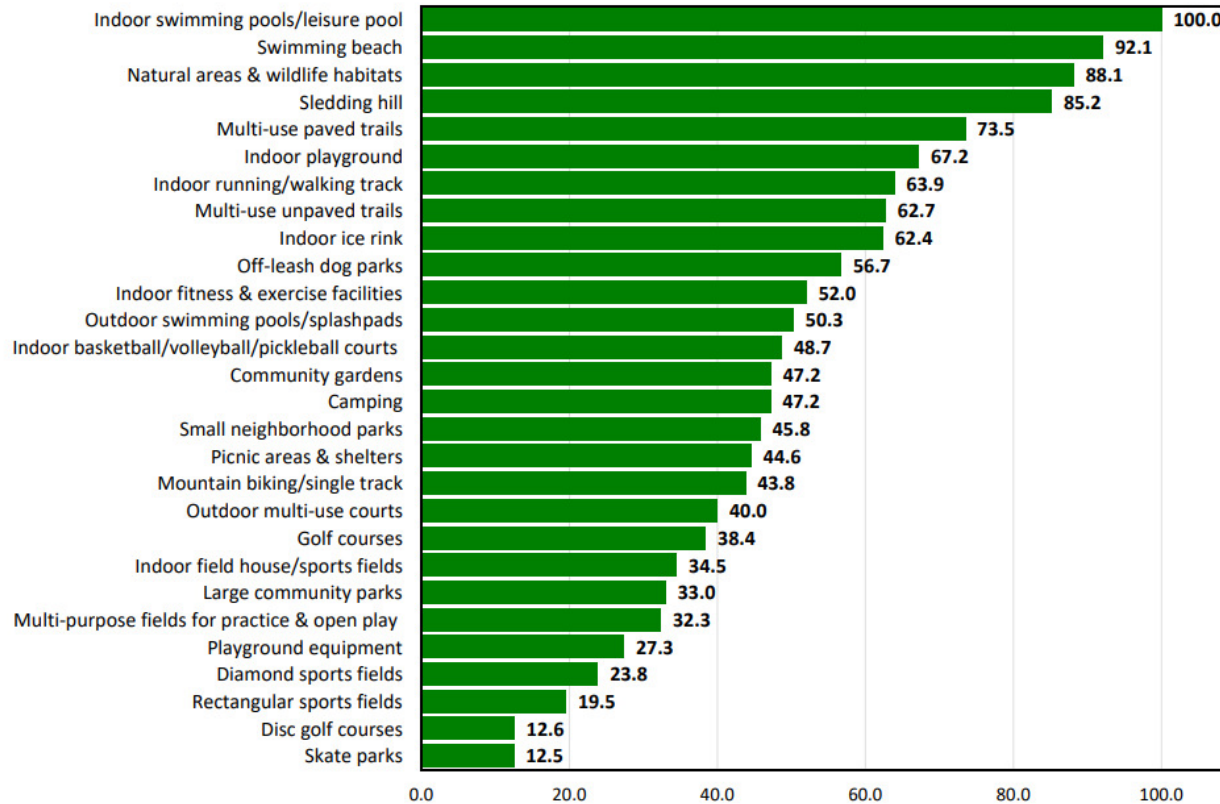
by percentage of respondents (excluding "not provided")



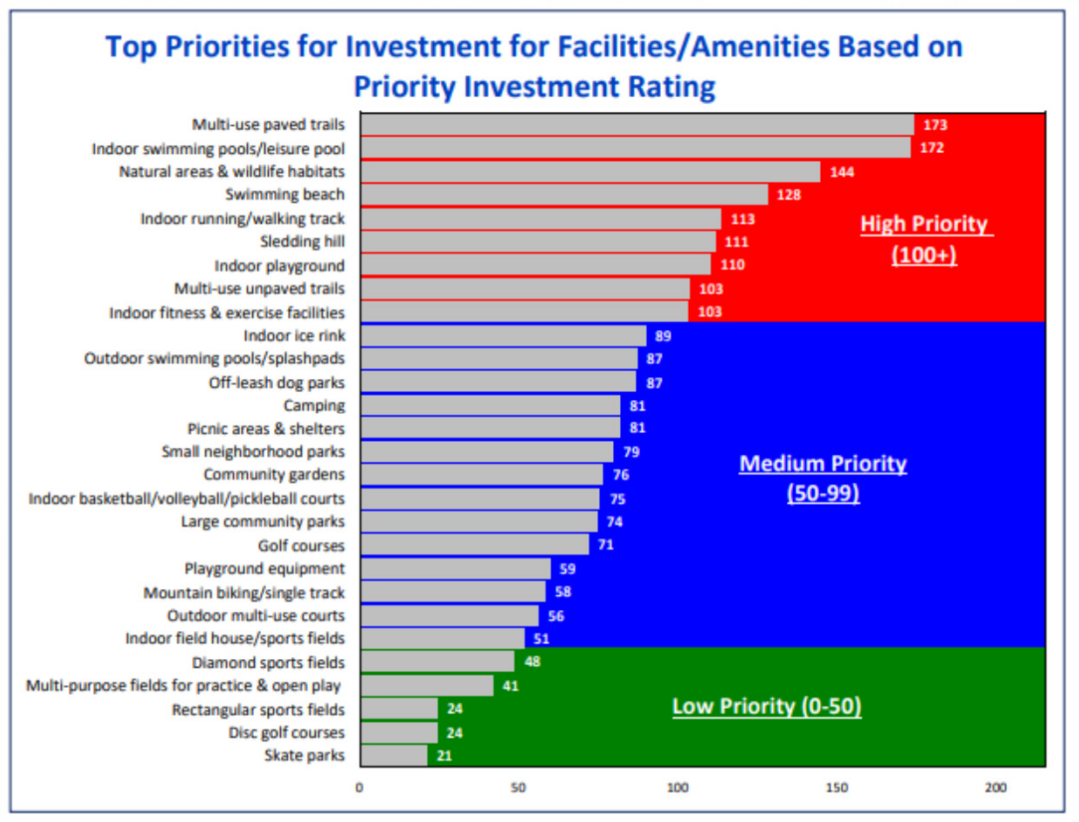
Unmet Needs - Facilities

Unmet Needs Rating for Facilities/Amenities

the rating for the item with the most unmet need=100
 the rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need



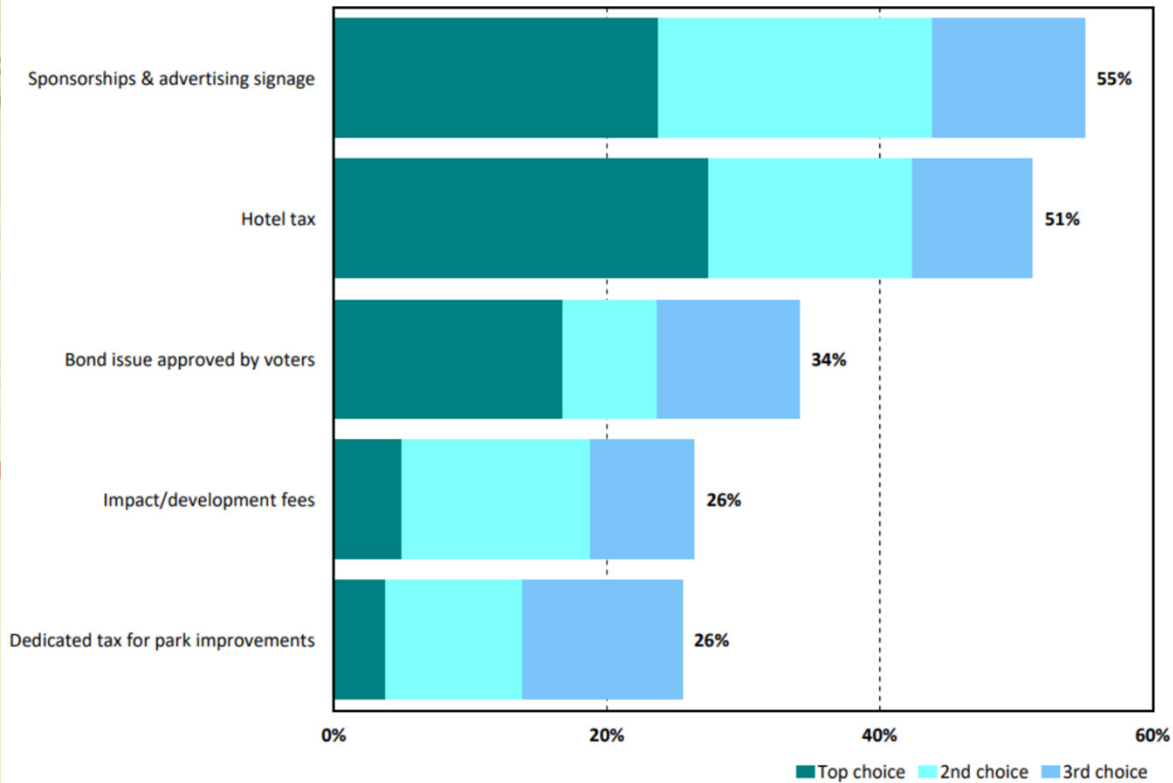
Priorities - Facilities



Funding Support

Q19. Which THREE funding mechanisms listed in Question 18 do you/your household most support?

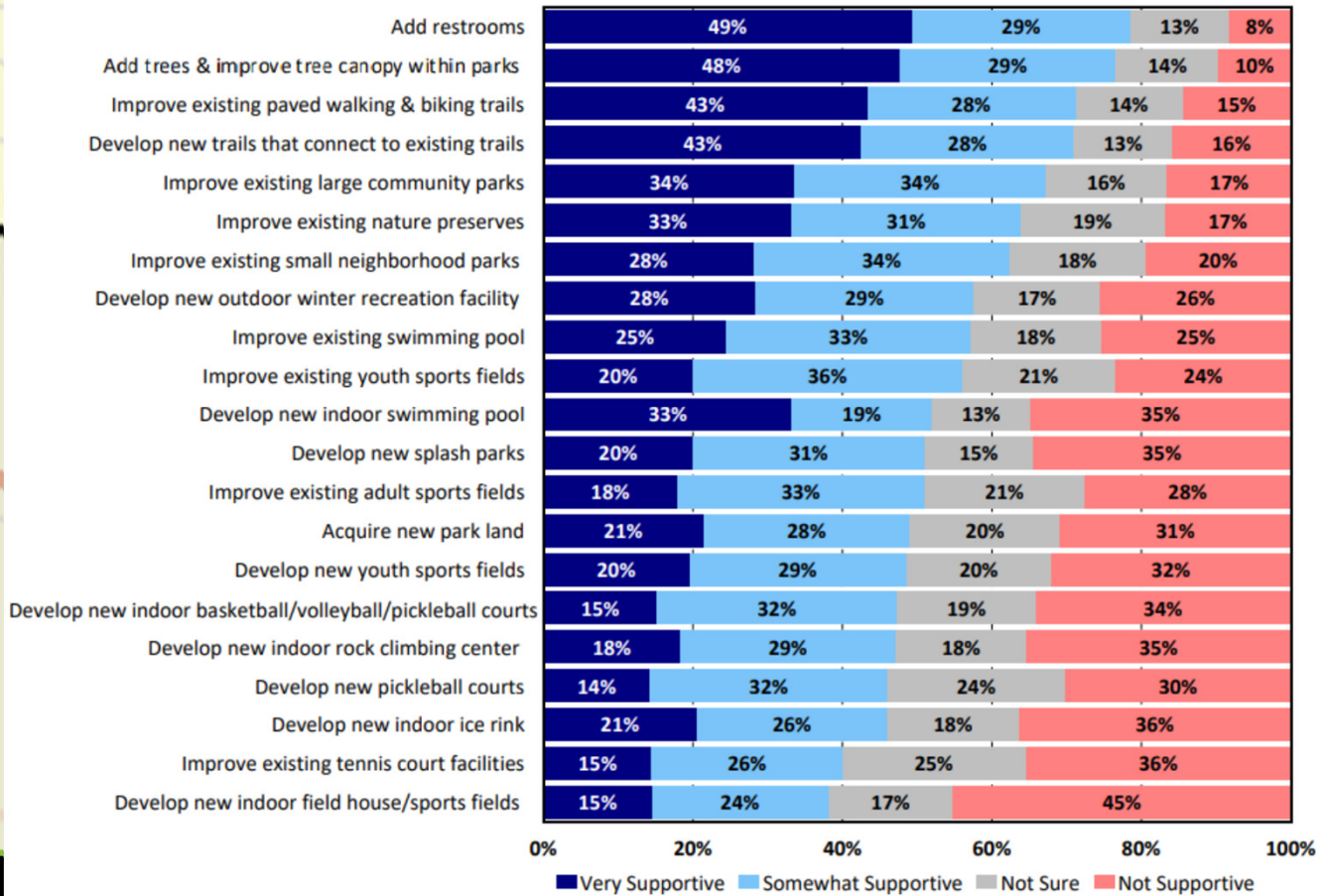
by percentage of respondents who selected the items as one of their top three choices



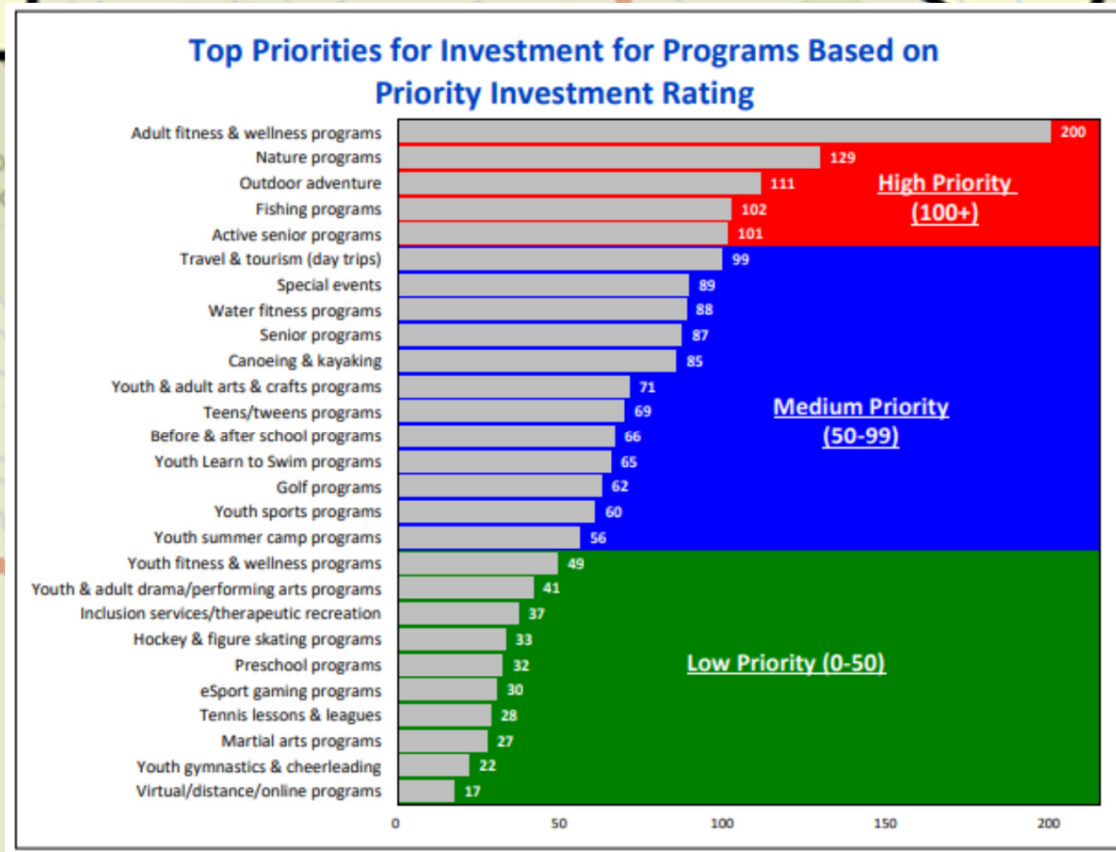
Priorities - Facilities

Q16. Level of Support for Potential Actions

by percentage of respondents



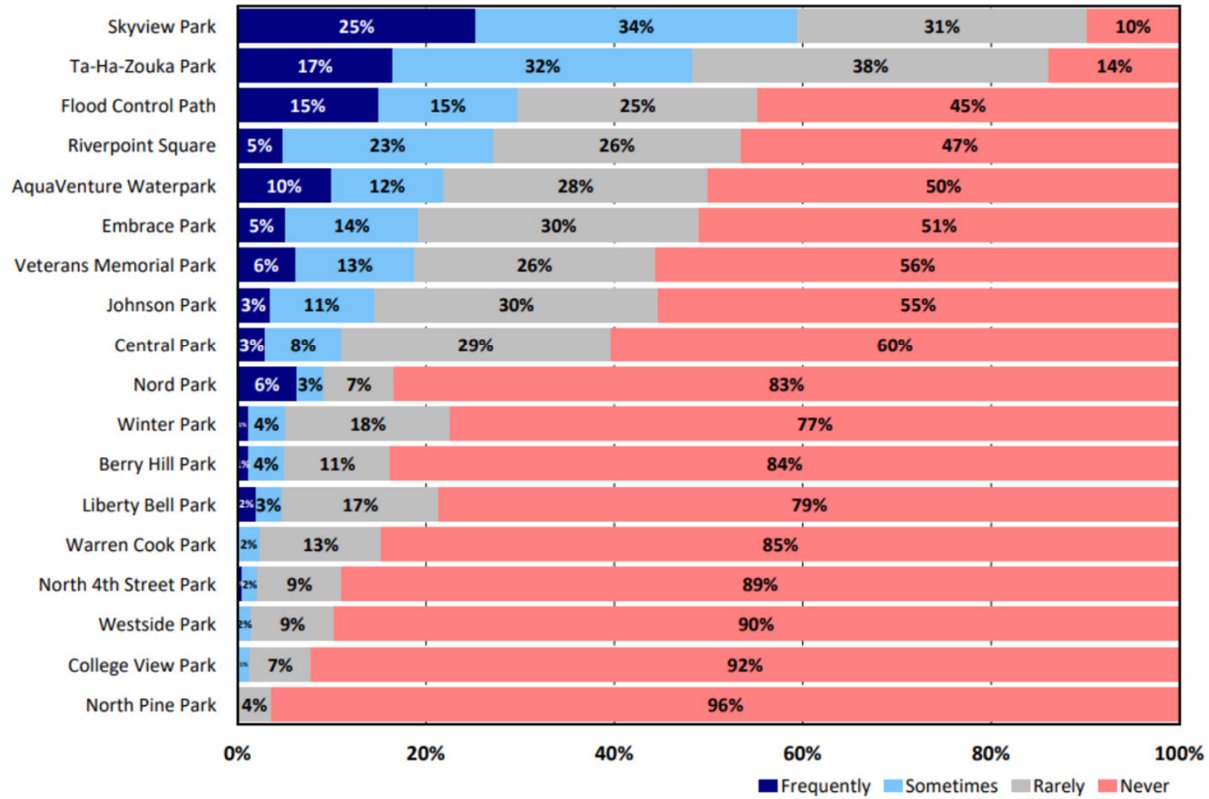
Priorities - Recreation



Park Visits

Q2. In the last 12 months, how often have you used the parks and recreation facilities provided by the Norfolk Parks and Recreation Department?

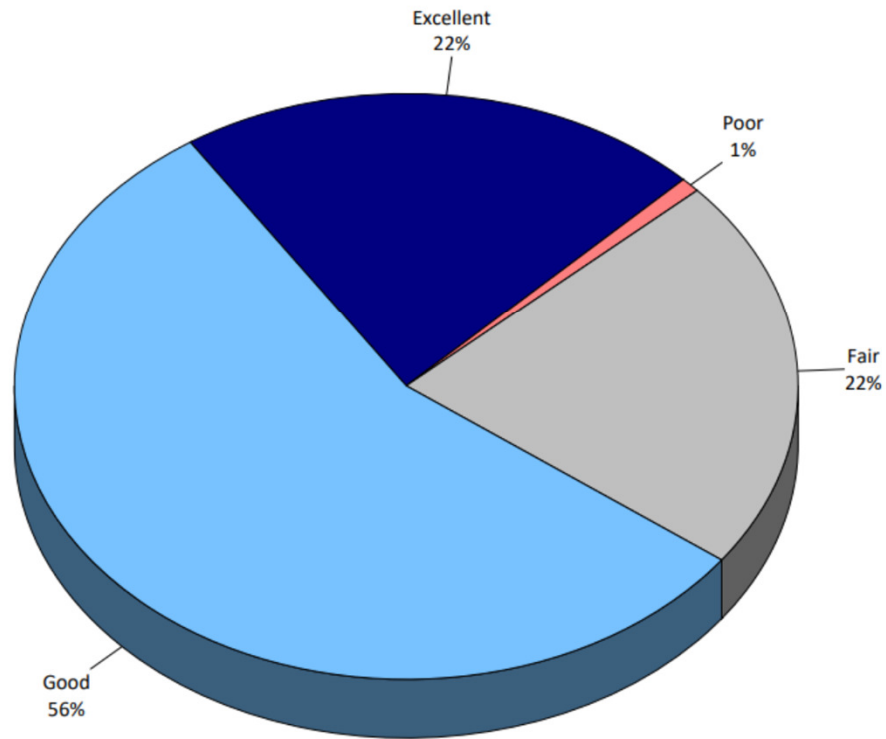
by percentage of respondents (excluding "did not know existed")



Quality of Parks

Q2b. How would you rate the overall quality of the parks or facilities that you and members of your household have used?

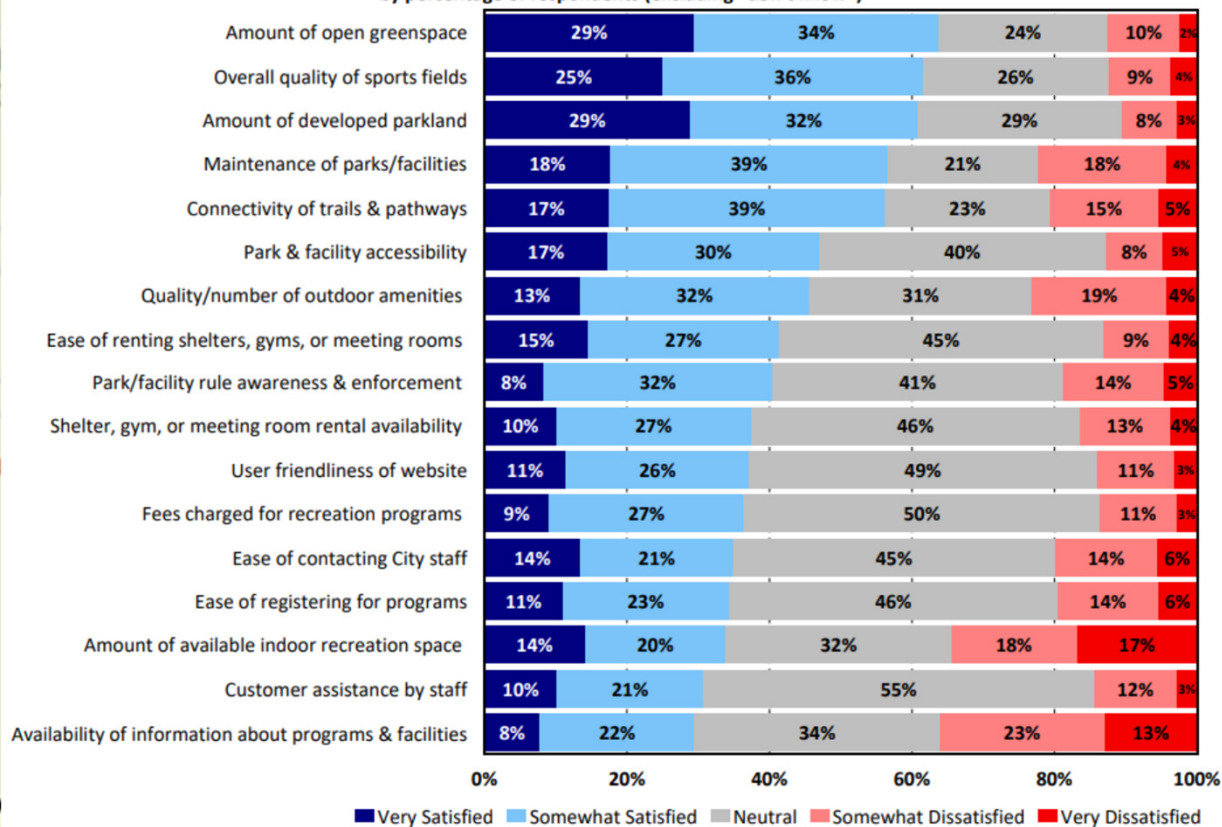
by percentage of respondents (excluding "don't know")



Satisfaction

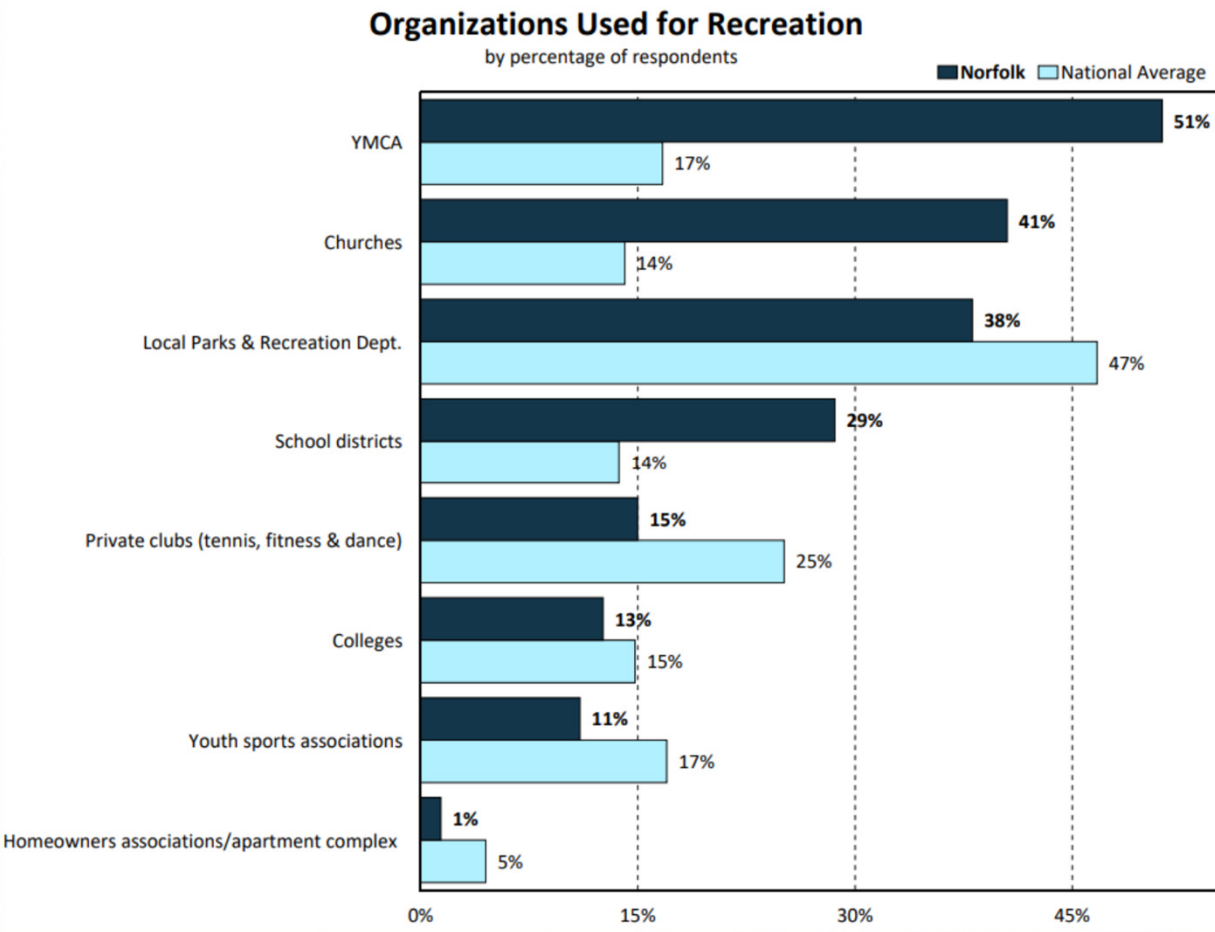
Q10. How satisfied are you with the following Parks and Recreation services offered by the City of Norfolk Parks and Recreation Department?

by percentage of respondents (excluding "don't know")

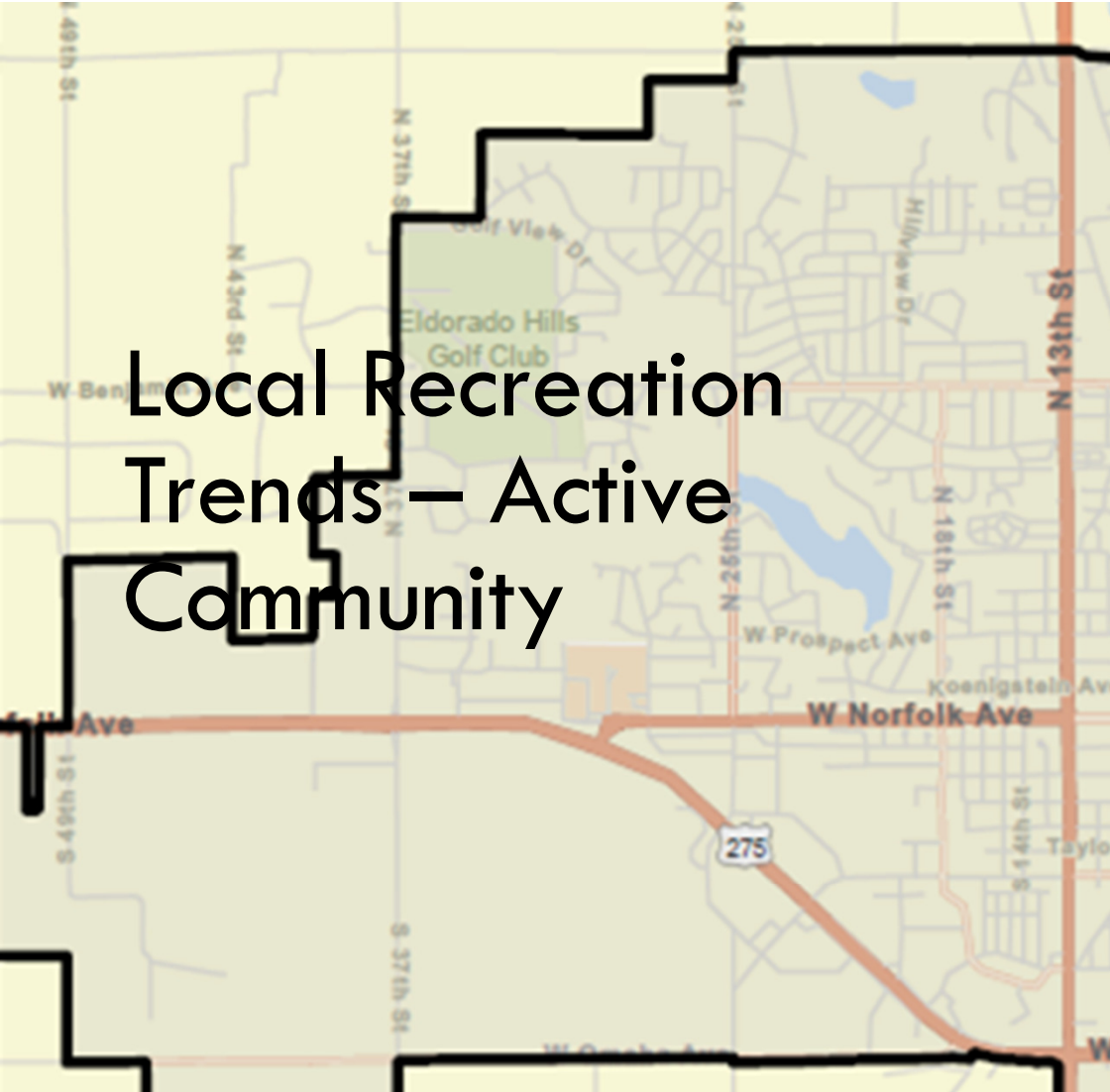


Organizations Used for Recreation

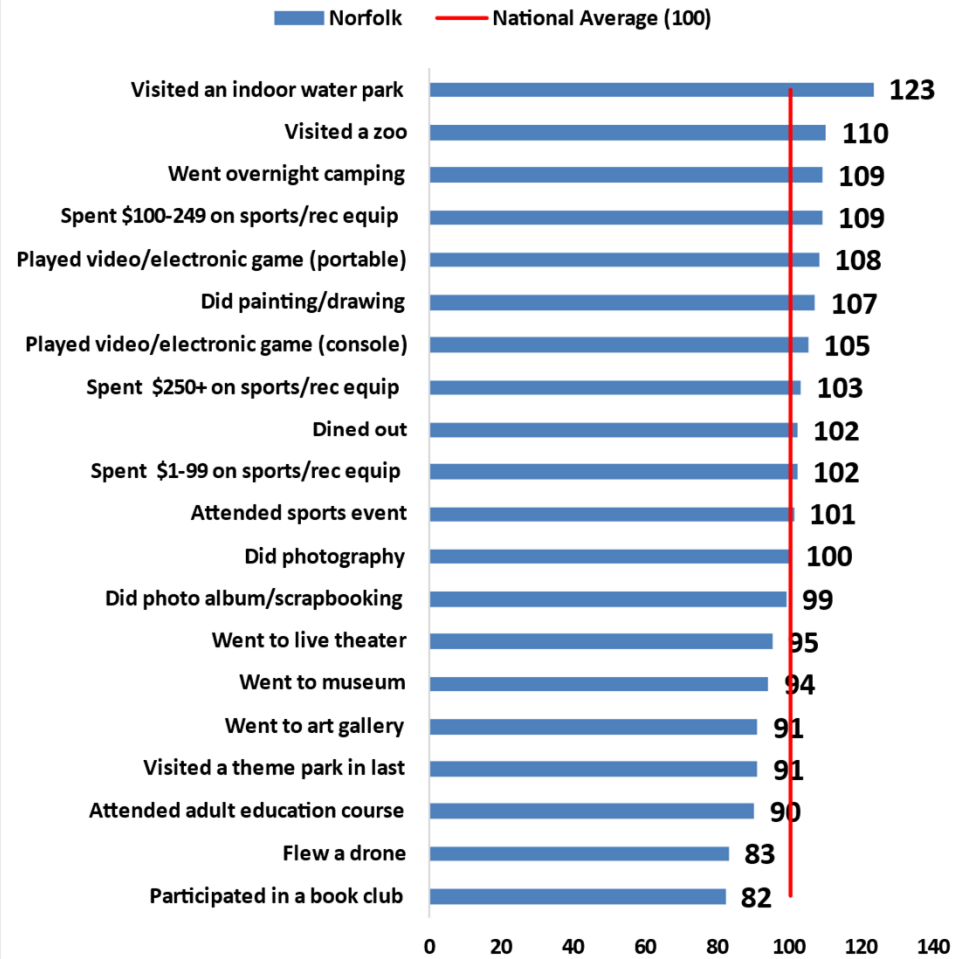
Norfolk, NE 2023 Survey



Local Recreation Trends – Active Community



COMMERCIAL RECREATION MPI (last 12 months)



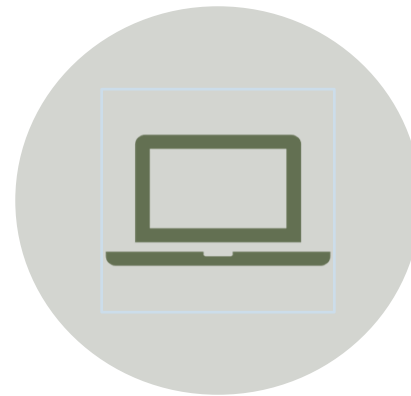
Community Engagement Methods



COMMUNITY FOCUS
GROUPS



STATISTICALLY VALID
SURVEY
GOAL OF 375.
RECEIVED 425 TOTAL



ONLINE SURVEY
174 TOTAL



STAKEHOLDER AND
STAFF FOCUS
GROUPS

PARK AND FACILITY ASSESSMENTS

1. Complete Park Inventory and Assessments
2. Assemble Park Inventory Matrix
3. Generate Final Park Assessment Summaries

Use information to compare with Community Input and Level of Service Standard.



PARK AND FACILITY ASSESSMENTS

Inventory and Assessments

Inventory and document all parks and properties managed and maintained by Norfolk Parks and Recreation Dept.



PARK AND FACILITY ASSESSMENTS

(Draft Complete)

Park Inventory Matrix

Use information to compare with Community Input and Level of Service Standard.

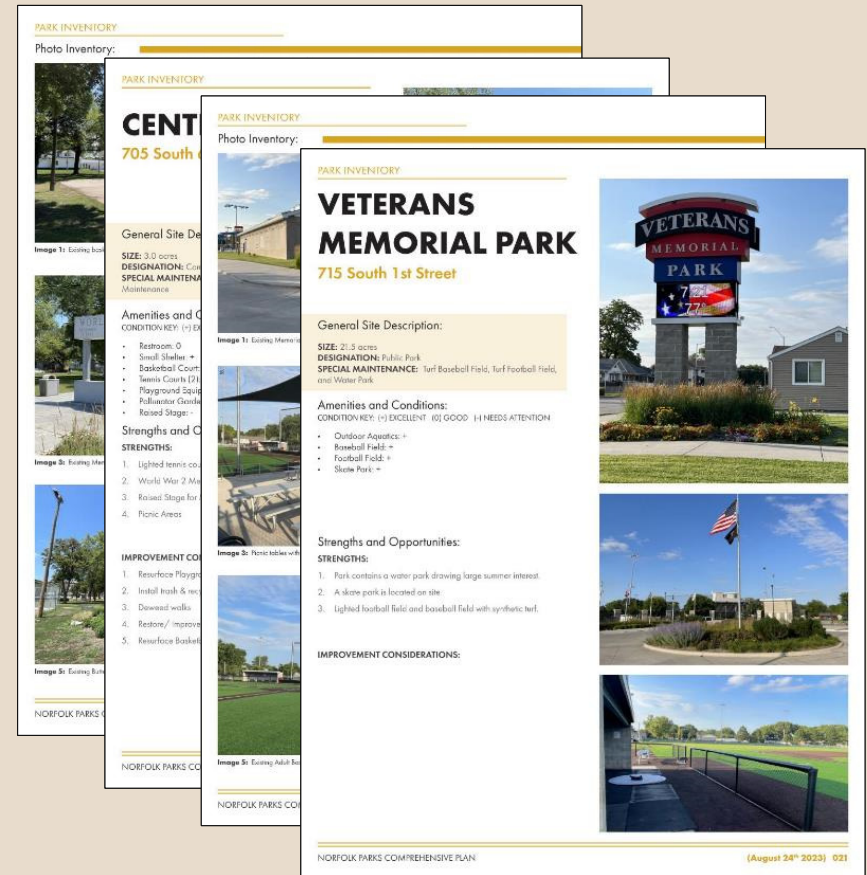
Park Name	Year Established	Address	Acres	Restroom Building	Small Shelter	Large Shelter	Baseball Field (HS/Adult)	Baseball Field (Youth)	Softball Field	Multi-Use Field (Soccer)	Outdoor Basketball Courts	Tennis Courts	Disc Golf	Playground Area	Rink	Sand Volleyball	Skate Park	Aquatics	Dog Park	Beds	Additional Notes	
Berry Hill Park	1977	2711 Clearfield Drive	3.51								2			1		1					Neighborhood Drainageway, Baseball Backstop	
Central Park	1916	705 South 6th Street	3.79	1	1						1	2		1						1	Tennis Courts Striped for Pickleball, WWII Memorial, Raised Stage, Butterfly Garden, Reading Library, BBQ Grills	
College View Park	2010?	2003 Sheridan Drive	6.00																		Neighborhood Drainageway, Currently Undeveloped	
Embrace Park	2016	405 West Benjamin Avenue	9.08	1	1					1								1			Adjacent to Norfolk YMCA, Full-Size Multi-Purpose Field, Splash Pad, Bicycle Training Course	
Johnson Park	1921?	101 East Nebraska Avenue	15.00	2	3						1				1					1	Currently undergoing a Major Renovation (features notes are post-construction) Improvements include Whitewater Park	
Liberty Bell Park	1975	700 Georgia Avenue	6.00						1	1											Fastpitch Softball Indoor Training Facility, New Playground Planned	
Nord Park	2002?	1007 Nord Street	0.75		1																Fabric Shelter, Small Open Space with Soccer Goals	
North 4th Street Park	1968?	600 North 4th Street	3.65									2	3								Small Playground, Tennis and Basketball Courts are Lighted	
North Pine Park	2010	West Benjamin Avenue	9.00							2											Two Full-Sized Soccer Fields with Bleachers, Accessed Through Fire Training Facility	
Riverpoint Square	2021	301 West Norfolk Avenue	0.30		1																Hosts Farmer's Markets and Small Performances, Musical Play Feature	
Skyview Park		1900 West Maple Avenue	175.00	2	2	4							1	1						1	±50 Acre Lake, Boat Dock, Privately Operated Kayak Rental, Accessible Fishing Pier, Lg Band Stand, Walk/Bike Loop, Fitness Str, Arboretum	
Ta-Ha-Zouka Park	1936	2201 South 13th Street	223.00	4	2	3	1	6	5	1			1	6		5				1	4 Rental Cabins, Horseshoe Court Complex (24), Two Fishing Jetties, Cowboy Trail Trailhead, 2022 Master Plan	
Veterans Memorial Park	1949	715 South 1st Street	21.54	1			1			1							1	1		1	Waterpark, Baseball Field (Turf Infield), Football Field (Turf), Skate Park	
Warren Cook Park (and Library)		300 Elm Avenue	5.65											1							"Story Walk Trail", New Playground Planned	
Westside Park	1976	2406 Westside Avenue	1.00									1		1							Limited Access, Small Basketball "Pad"	
Winter Park	1983	601 North 3rd Street	5.00							1											New Kayak Launch, Baseball Backstop, Picnic Tables, BBQ Grill	
Total			488.27																			
				11	11	7	2	6	6	7	8	5	2	18	1	6	1	2	1	5		

PARK AND FACILITY ASSESSMENTS

(Draft Complete)

Park Assessment Summary

- Document Park Size, Designation and Special Maintenance
- Summarize Amenities and Document General Conditions
- Identify Notable Strengths and Opportunities



CAPITAL IMPROVEMENT PLAN

(Upcoming Action Item)

Proposed Three-tier Plan for Improvements:

1. Sustainable Alternatives

Prioritized spending within existing budget targets; focused on deferred maintenance and lifecycle replacement of assets and amenities within the existing parks system.

2. Expanded Services Alternatives

Extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of residents that would require additional operational or capital funding.

3. Visionary Alternatives

Represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals and by providing a long-range look to address future needs and deficiencies. Funding for visionary projects would be derived from partnerships, private investments and new tax dollars.

Utilize local historical cost info to develop estimates of probable cost.



Next Steps

- Operational review
- Funding strategies
- Needs prioritization
- Capital improvement planning
- Funding and revenue planning
- Strategic action plan

Economic Development Citizen Advisory Review Committee

Semi-annual Report

December 2023

The CARC reviewed the Economic Development Fund (EDF) via email for the December 2023 semi-annual report. Members are as follows: Aaron Otten, Jan Einspahr, Kathie Means, Cindy Morrow, Brandon Day, and Randy Gates (ex-officio non-voting member). Items reviewed were as follows:

1. Current funding of City's Economic Development Fund.

The Committee reviewed the EDF financial statements from May 2023 to October 2023. During the period there was \$32.32 received in the form of late property tax payments and the cash balance as of October 31 was \$32.32.

2. Projects with LB 840 loans outstanding.

Women's Empowering Life Line (WELL) and NeighborWorks currently have LB 840 loans outstanding. The WELL's first status report is due January 31, 2024. They have to create 11 new full-time equivalent positions paying \$15 per hour and retain these jobs for 2 years to meet the requirements for the loan to be forgiven. If they don't meet the requirements, the \$103,129.10 becomes due June 1, 2028.

NeighborWorks first status report is due February 28, 2024. They have to establish a \$1,500,000 Norfolk Rural Workforce Housing Fund and recipients have to create at least 30 workforce housing units to meet the requirements for the loan to be forgiven. If they don't meet the requirements, the \$200,000 becomes due June 30, 2026.

3. Consideration of CARC findings and suggestions for the public hearing at the December 18 Council meeting.

The CARC finds that the City's EDP is operating in compliance with the budget and the voter-approved economic development plan. Enclosed is the CARC Review Checklist for December 2023.

CITY OF NORFOLK ECONOMIC DEVELOPMENT PROGRAM
CITIZENS ADVISORY REVIEW COMMITTEE
REVIEW CHECKLIST
FOR THE MEETING OF DECEMBER 2023

- I. REVIEW OF ECONOMIC DEVELOPMENT FUND FINANCIAL STATEMENTS
- a. Has a separate economic development fund been established? **Yes.**
 - b. Has all money received by reason of the Economic Development Program been deposited into the fund? **Yes.**
 - c. Have all disbursements from the fund been for purposes prescribed in the Local Option Municipal Economic Development Act and the City of Norfolk Economic Development Plan? **Yes.**
 - d. Is money in the fund invested in the City’s pooled investment account? **Yes.**
 - e. Is only the minimum required amount being spent from the fund to assist in administration of the program? **Yes. Nothing was paid for administration during the reporting period.**

- II. REVIEW OF ACTIVITIES
- a. Are activities of the Economic Development Program eligible activities under Section III of the voter approved Economic Development Plan? **Yes.**

- III. REVIEW OF NEW APPLICATIONS **No new applications this period.**
- a. Is it an eligible business as defined in Section III of the voter approved Economic Development Plan?
 - b. Does the Company employ people and carry on jobs in any other Nebraska city or cities?
 - i. If so, has the company agreed to maintain employment in the other Nebraska city or cities as required in Statues?
 - c. Is the amount of funding no more than 50% of project cost?
 - d. Is there a 10% minimum equity investment?
 - e. Is the application complete and related documentation submitted as required in Section VI of the voter approved Economic Development Plan?

City staff has received and reviewed

	<u>Yes*</u>	<u>No</u>	<u>N/A</u>
i. A detailed description of the project			
ii. Employment, wage, and financial projections			
iii. Current and past financial statements			
iv. Personal financial statements of principals involved			

- v. Financing requirements for the project
- vi. Total project cost
- vii. Completed Economic Development Program Application
Additional information requested by the program administrator
- viii. administrator

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

IV. REVIEW OF EDS RECOMMENDATION

- a. Has the EDS met to review the project? **No new projects to review this period.**
- b. Has the EDS provided a recommendation to the program administrator?

V. REVIEW OF COUNCIL

- a. Has the Norfolk City Council approved the project? **No new projects approved by the Council this period.**

VI. REVIEW OF LOAN **No new loans this period.**

- a. Is the interest rate at least half of prime rate on the date of loan approval?
- b. Is term of note equal to or less than
 - i. 5 years for assets other than capital assets
 - ii. 15 years for capital assets
- c. Does security for loans include a personal and/or corporate guarantee?
- d. Has a loan repayment schedule providing for monthly, quarterly or annual payments been approved in conjunction with project approval?
- e. If a portion of the loan is approved as a forgivable loan based upon job creation or retention, is the City, or its contracting agency, auditing and verifying the job creation or retention?
- f. Is at most 99% of the loan forgivable?

VII. REVIEW OF PURCHASE OF REAL ESTATE OR OPTION TO PURCHASE **No real estate purchased or optioned this period.**

- a. Is land to be purchased or optioned identified through local analysis by the City of Norfolk and/or an Industrial Site Evaluation team organized by the City of Norfolk or the program administrator?
- b. Is the land free of excessive easements, covenants and other encumbrances?
- c. Does the land conform, or is it able to be rezoned to conform, with the intended use?
- d. Are proceeds from sale of such land returned to the City of Norfolk’s economic development fund for re-use?

VIII. REVIEW OF CONFIDENTIALITY

- a. Has the City taken the necessary steps to ensure the confidentiality of confidential information it receives from qualifying businesses? **Yes. Confidential information is stored in a secure location. Only employees who have signed a confidentiality statement have access to confidential information.**

IX. REVIEW OF PROCESS TO ASSURE THAT ALL APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS ARE MET BY THE CITY AND QUALIFYING BUSINESSES

- a. Has the city attorney reviewed all contracts, official documents, land transactions and other official actions related to the Economic Development? **Yes.**

X. CARC FINDINGS AND SUGGESTIONS – Section 18-2715(3) of Statutes provides for the CARC to:

review the functioning and progress of the economic development program and to advise the governing body of the city with regard to the program. At least once in every six-month period after the effective date of the ordinance, the committee shall report to the governing body on its findings and suggestions at a public hearing called for that purpose.

- a. What are the CARC's findings? **The City's EDP is operating in compliance with the budget and the voter-approved economic development plan.**
- b. What suggestions, if any, does the CARC have?

Norfolk Daily News

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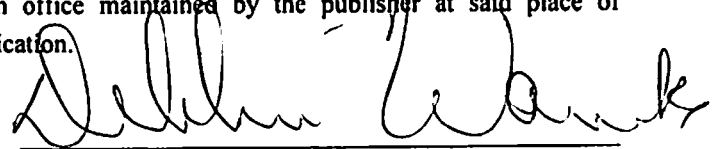
PROOF OF PUBLICATION

THE STATE OF NEBRASKA
Madison County

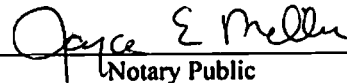
Debbie Warneke, being first duly sworn on oath says that she is the Business Manager of The Huse Publishing Company, a corporation, publishers of the Norfolk Daily News, a legal daily newspaper published at Norfolk, Madison County, Nebraska, and of general circulation in said county; that a notice entitled

Public Hearing
 The Mayor and City Council of the City of Norfolk, Nebraska will hold a public hearing on Monday, December 18, 2023 at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska to hear comments regarding the "Redevelopment Plan for the Sunset Plaza Redevelopment Project" legally described as:
 Lots 6A and 6B in SUNSET PLAZA SUBDIVISION, FIRST PLATTING to the City of Norfolk, Madison County, Nebraska, together with that Part of the North One-Half of vacated Market Lane abutting Lot 6B on the south, described in Ordinance No. 5028 filed September 8, 2008; In 2008-09, page 500-509 of the Records of Madison County, Nebraska
 The Redevelopment Plan for the Sunset Plaza Redevelopment Project, map and cost-benefit analysis can be found at:
<https://norfolkne.gov/government/departments/planning-and-development/blight-studies-and-redevelopment-projects/sunset-plaza-map-redevelopment-project.html>
 (December 1, 8, 2023) ZNEZ

Notice of Public Hearing - December 18, 2023 - "Redevelopment Plan for the Sunset Plaza Redevelopment Project"; a true copy of which, as printed in said paper, is hereto attached and made a part hereof, was published in every issue of said paper for each Friday in each week for two consecutive weeks, the first publication being December 1, 2023 and the last day of publication being on December 8, 2023; that said newspaper was published daily in the City of Norfolk within said County for more than 52 consecutive weeks immediately prior to the commencement of the publication of said notice and every week consecutively since that time; and during all of said time said newspaper had a bona fide circulation of more than 300 copies daily and was printed wholly in the English language and in whole or in part in an office maintained by the publisher at said place of publication.



Subscribed and sworn to before me this 8th day of December, 2023



Notary Public

30 lines	\$	32.01
Clip Fee	\$	
Proof of Publication	\$	5.00
Prepayment	\$	
Balance Due	\$	37.01



**REDEVELOPMENT PLAN FOR
THE SUNSET PLAZA REDEVELOPMENT PROJECT**

PREPARED OCTOBER, 2023

**BY THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF NORFOLK, NEBRASKA**

A. Introduction

This Redevelopment Plan for the Sunset Plaza Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Norfolk, Nebraska (the “Agency”), is a guide for redevelopment activities to remove or eliminate blighted and substandard conditions within the City of Norfolk, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “Big Red Keno Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project, undertaken by North Kings Highway LLC and/or its successors (“Redeveloper”), located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the rehabilitation and renovation of the existing “Sunset Plaza Mall”, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to the "Big Red Keno Area," which the Mayor and Council previously declared blighted and substandard and in need of redevelopment. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northwest of the intersection of Highway 275 and Highway 81, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current

and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a "Commercial" designation for future use of the Project Site. With respect to Commercial designations along major thoroughfares, the Comprehensive Plan specifies that large commercial and retail developments are appropriate. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

Additionally, the Comprehensive Plan further sets forth the following objectives:

- Large lot commercial or "Big-Box" commercial development should be located near the major community roadway corridors.
- Facilitate development along the City's major thoroughfares, such as Highway 81 and Highway 275
- Retail and/or entertainment based development types should be encouraged to locate along the Highway 275 and Highway 81 Corridors. Commercial and office developments should accommodate typical auto-oriented development types.

In accordance with the foregoing, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the renovation and rehabilitation of the existing Sunset Plaza Mall. Like many shopping malls across the country, over the course of the past decade, Sunset Plaza Mall has lost many of its tenants and fallen into a considerable state of blight and dilapidation. Large retail malls/outlets such as Sunset Plaza Mall are closing and/or sitting vacant all across the country. Finding occupants for such structures following the downfall of prior mainstays such as Herberger's, Sears, etc. and/or retrofitting the same for other uses has proven to be difficult and caused vacancy issues for shopping malls everywhere. The Redevelopment Project seeks to cure this issue and facilitate the renovation of the building for its highest and best use by attracting tenants that continue to thrive, despite the downturn in brick and mortar retail, such as Kohl's, TJ Maxx and Planet Fitness – which will, in turn, generate enough foot traffic to attract and support smaller retail tenants to occupy the other vacant areas of Sunset Plaza Mall.

While it is not anticipated that the Redevelopment Project will be phased with respect to the division of TIF Revenues (defined below), it is anticipated that the associated renovations will occur in two phases. First, Redeveloper intends to undertake the renovations required by Kohl's, Planet Fitness and TJ Maxx in order to secure their occupancy (referred to herein as "Phase One"). The construction undertaken as part of Phase One will focus on retrofitting the prior Herberger's space into three separate spaces (anticipated to be Kohl's, Planet Fitness and TJ Maxx). Such renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, storm sewer and curb improvements, extension of sanitary sewer, water and electric, construction of a new loading dock, exterior façade enhancements, and interior tenant improvements.

Once Phase One is complete and the aforementioned tenants have opened for business, this will allow Redeveloper to commence the second phase, which will include broader renovations and improvements throughout the rest of Sunset Plaza Mall (referred to herein as "Phase Two"). The Phase Two renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, exterior façade enhancements, renovation of hallways and food court, and interior tenant improvements for the remainder of the mall.

The City and Redeveloper acknowledge that some of the renovations related to Phase One have already commenced and/or will likely commence prior to the approval of this Redevelopment Plan. This is because Redeveloper must complete renovations for the aforementioned anchor tenants as quickly as possible to secure their occupancy commitments – which would be jeopardized if Redeveloper waited until the approval of this Redevelopment Plan to commence renovations. In relation to the foregoing, any such costs incurred prior to the approval of the Redevelopment Plan will not be eligible for reimbursement from TIF. However, given that the Redevelopment Project is a rehabilitation project and is mostly comprised of eligible costs, it is not anticipated that the exclusion of such costs will result in the principal amount of the TIF Indebtedness (defined below) exceeding the amount of eligible costs. Additionally, the City does not find that the commencement of such renovations negates Redeveloper's need for TIF, as required by the Act and detailed under Paragraph I(1), below.

Redeveloper's commencement of construction prior to approval of this Redevelopment Plan is out of necessity, and is a calculated risk by Redeveloper; in that, despite its need for TIF, Redeveloper is shouldering the risk of commencing construction and incurring those costs before the same is approved in order to secure the commitments of the aforementioned anchor tenants – which is vital to the success of the Redevelopment Project. Even with TIF, the Redevelopment Project is not economically viable unless Redeveloper is able to secure the anchor tenants. Moreover, while Redeveloper may be able to undertake the initial renovations without TIF, it could not complete the broader rehabilitation of Sunset Plaza Mall. As such, the Redevelopment

Project, as a whole, could not be completed without the assistance of TIF – irrespective of the timing of Redeveloper’s commencement on the initial renovations.

No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of the existing Sunset Plaza Mall.

2. Existing Zoning

The Project Site is currently zoned as C-3 (Service Commercial District).

3. Existing Public Improvements

Public access and all necessary public infrastructure for the Project Site currently exists. However, much of the infrastructure is in disrepair and requires improvements.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require infrastructure improvements and other public improvements described herein.

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Adequate public access to the Project Site currently exists. However, many of the parking lots and sidewalks are in a state of disrepair, and will be repaired or replaced. Streets and other public infrastructure, if any, constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to new/additional tenant spaces within the mall.

c. Other incidental improvements

Redeveloper anticipates the construction and/or expansion of electric utilities, storm sewer/gutter, sanitary sewer, and city water to provide appropriate service to new/additional tenant spaces within the mall. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently consists of commercial/retail space. The Redevelopment Project will remain as such, and thus, will not increase population density in the area.

g. Land Coverage

While the internal configuration of Sunset Plaza Mall will change as part of the Redevelopment Project, land coverage will not. Notwithstanding, the Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by the City.

h. Parking

Sunset Plaza Mall currently complies with all parking requirements under the City's zoning code and will continue to do so following the completion of the Redevelopment Project. The parking lot is currently in poor condition and will be renovated and improved as part of the Project.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as C-3 and will not require a zoning change as part of the Redevelopment Project. Notwithstanding, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for Phase One consist of renovations to the prior Herberger's space consisting of tenant improvements for Kohl's, Planet Fitness and TJ Maxx, in addition to the related facilities and improvements ancillary thereto. Private improvements for Phase Two consist of renovation of the remainder of the mall and parking lot improvements. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Project is approximately \$22,512,107. The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of Phase One will commence immediately, and will be completed by the end of 2023. Redeveloper anticipates that construction of Phase Two will commence in 2024 or 2025, with completion occurring within twenty-four months. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than projected. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment

contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project, and it would not do so, without TIF. In support thereof, Redeveloper stated the following in its TIF application:

“In order to obtain the desired tenants in a regional shopping mall, Redeveloper needs to make substantial improvements to the site. Although these improvements are necessary to land top-tier tenants, market rental rates are not high enough to support these costs. It is a difficult position that requires some intervention such as TIF. If the Redeveloper can obtain assistance to fund a portion of the eligible costs, as requested herein, then the rents that can be obtained justify the improvements. Without TIF, the mall can only be renovated to a minimal level and no other improvements will occur. This will make obtaining new tenants very difficult.”

More specifically, the immediate Phase One improvements are required to secure the leases with the three new tenants in the former Herberger's space. Two of these tenants have significant contingences and short timelines with penalties in the leases, and the only way for the Redeveloper to secure written agreements with these tenants was to take a large risk on being able to complete the improvements. If Redeveloper cannot complete all the necessary improvements on time, then two of the leases will likely be terminated to the detriment of the future of the mall. Redeveloper cannot justify any further improvements if this initial work is not completed and the new tenants commence operations.

If the new tenants commence operations, it will provide new vibrancy to the mall, and there are other potential tenants discussing leases in the mall. There will be significant improvements needed to secure these additional tenants, but that will only occur if these new anchor tenants are operational. Assuming this project gets to the Phase Two renovations, the entire mall site, including façade and parking lot, will be substantially improved. This is truly a situation where TIF will make the difference in the future of the mall. On one hand, the TIF will fill the gap in the immediate Phase One project, which has a roughly \$18.5 million scope. But, more than that, it is crucial to the further, larger scope of improvements—totaling approximately \$22.5 million. Without TIF, the mall will not be improved, and it will be difficult to secure quality tenants. The Redeveloper could lose the leases with TJ Maxx and Kohl's, and it would not be able to finalize leases with any of the current LOIs. The TIF will provide the gap financing that will be the difference between a vibrant mall with high quality retail tenants, and a slowly dying mall with little appeal to any new tenants.”

In addition to the foregoing representations, Redeveloper provided an analysis of the Redevelopment Project's return-on-investment (“ROI”), both with and without TIF. Without TIF, the Redevelopment Project's average ROI over a five-year period is estimated to be 4.76%. A ROI of 4.76% for a project such as the one contemplated herein, which presents a high degree of risk, is inadequate and could not attract prudent investors and/or lenders. With TIF, the Redevelopment Project's ROI over the same period of time is estimated to be 9.83% - which would be an acceptable ROI to prudent investors and lenders, thus making the Redevelopment Project financially feasible.

In accordance with the foregoing findings and representations of Redeveloper, the City and Agency have determined that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed \$3,500,000. The TIF Indebtedness shall bear interest at a rate not to exceed 6.50% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

The principal amount of the TIF Indebtedness authorized hereunder is premised upon an assumed base value of \$4,500,000 for the Project Site – which is representative of the 2022 assessed value. Redeveloper is currently protesting the 2023 valuation, which is the presumed base year, in an effort to reduce the 2023 assessment down to the 2022 amount. However, if Redeveloper is unsuccessful in its protest, the principal amount advanced on the TIF Indebtedness shall be reduced commensurately with the decrease of potential TIF Revenues resulting from the increased base value, as shall be set forth in further detail in the redevelopment contract for the Redevelopment Project, entered into between Redeveloper and the Agency.

The principal amount of the TIF Indebtedness authorized hereunder is also premised upon the future valuation of Sunset Plaza Mall after the completion of both Phase One and Phase Two. Redeveloper's appraisal of the property shows a prospective market value upon completion and stabilization of \$24,240,000.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Redevelopment Area and Existing Land Use

Boundaries and Existing Conditions of Redevelopment Area (outlined in purple):

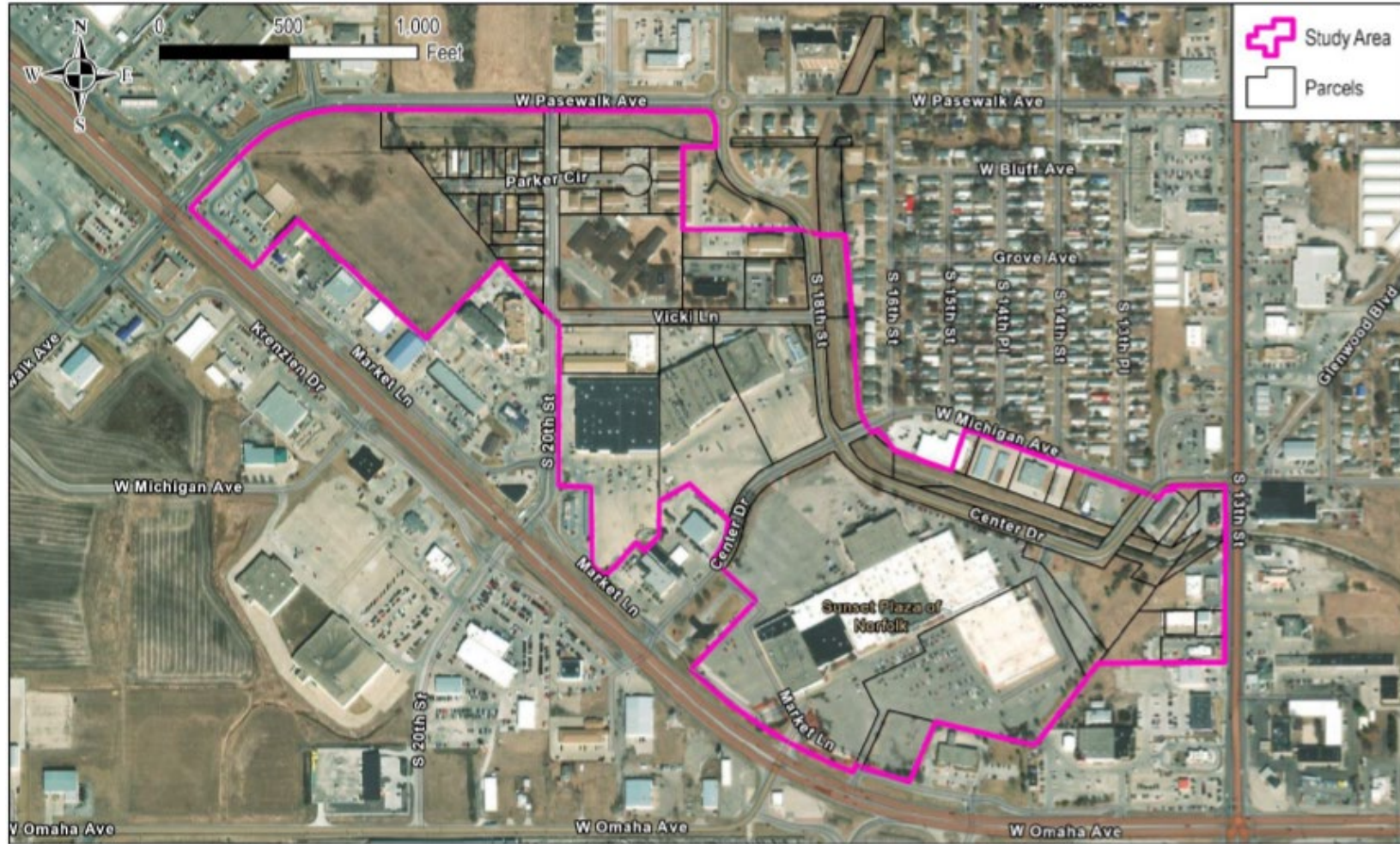


Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

Legal Description:

Lots 6A and 6B in SUNSET PLAZA SUBDIVISION, FIRST PLATTING to the City of Norfolk, Madison County, Nebraska, together with that Part of the North One-Half of vacated Market Lane abutting Lot 6B on the south, described in Ordinance No. 5026 filed September 8, 2008, in 2008-09, page 500-503 of the Records of Madison County, Nebraska.

* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

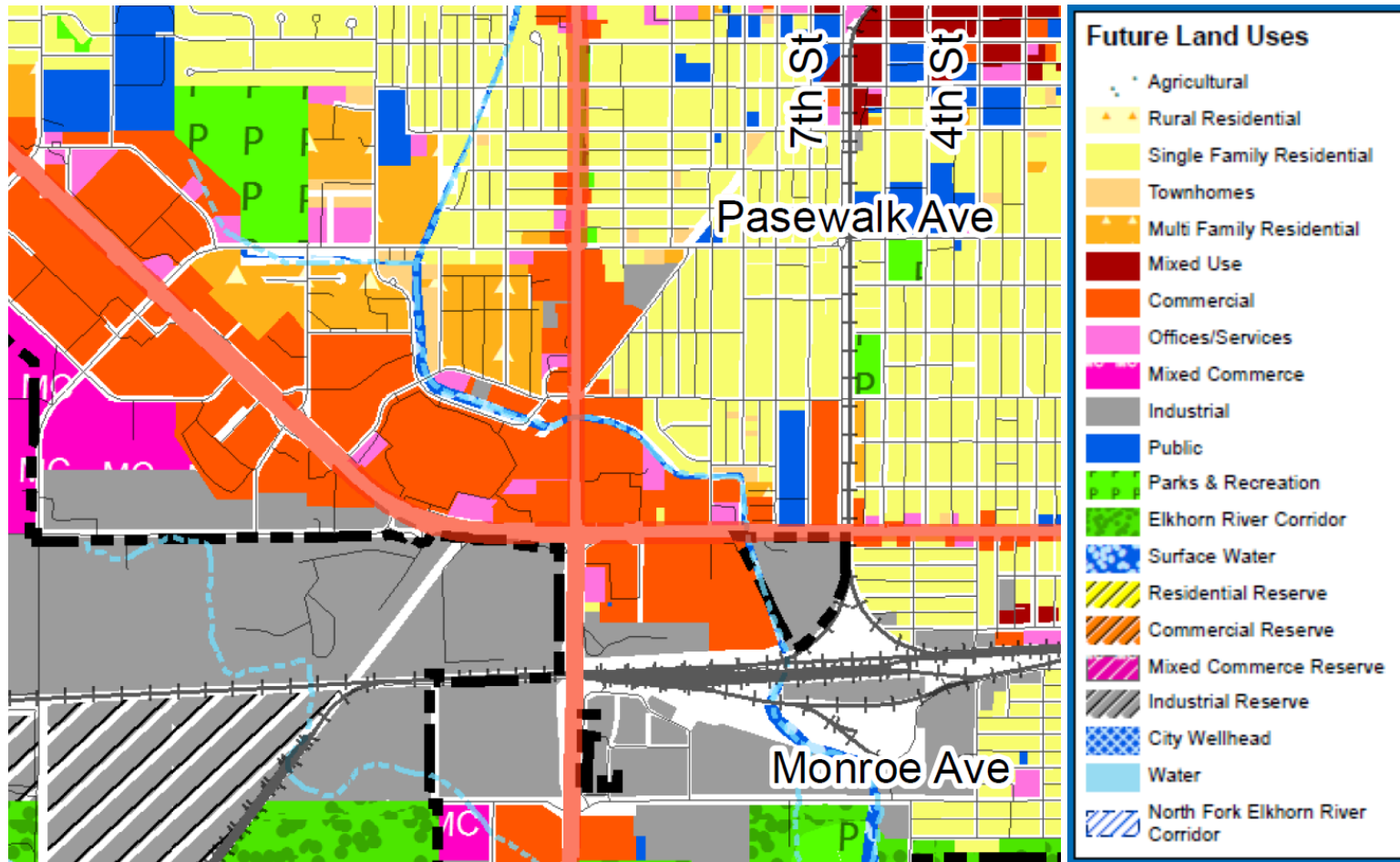
Depiction and Current Condition (outlined in red):



Exhibit "A-1"

EXHIBIT "B"

Future Land Use Map

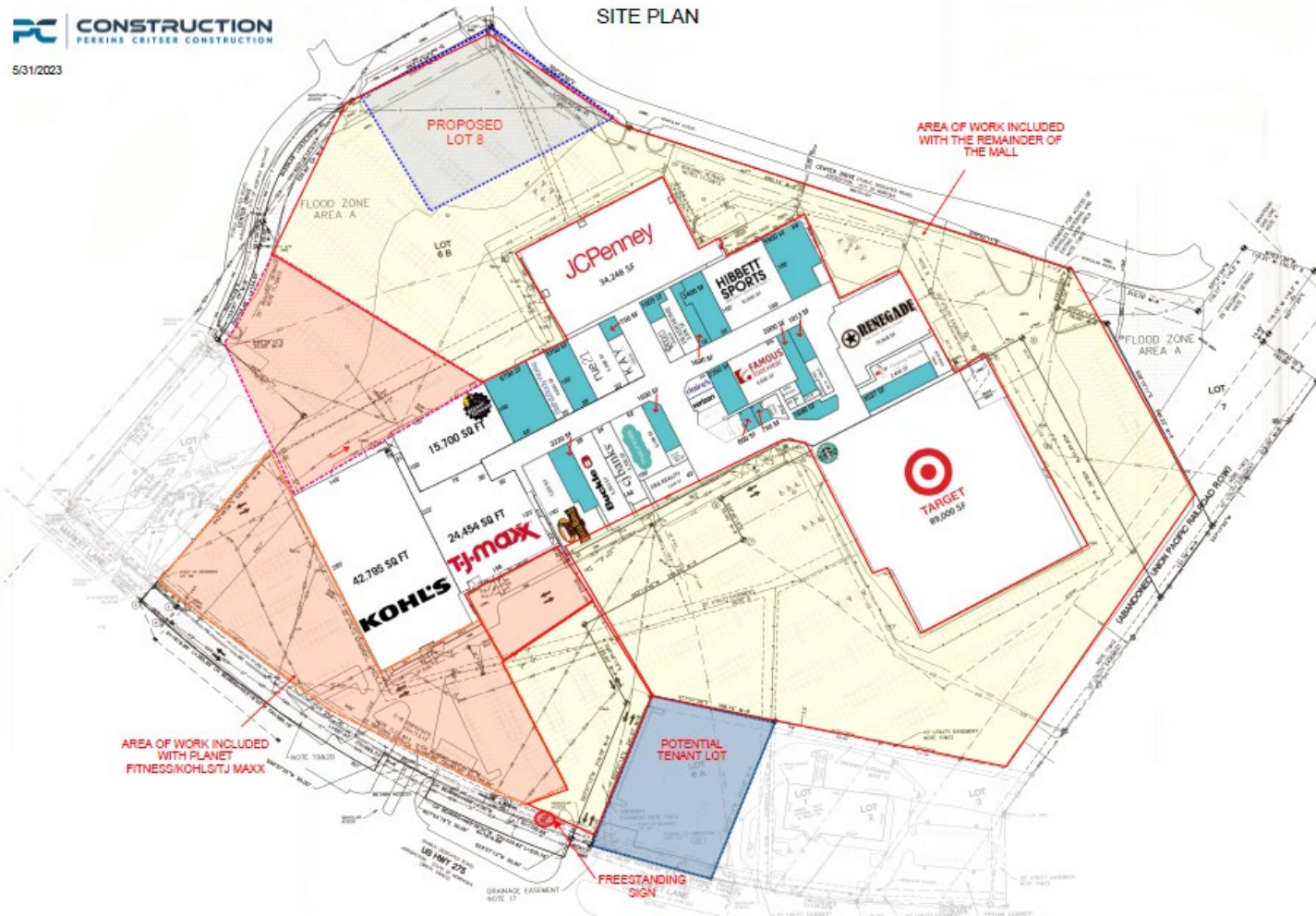


* Project Site designated as Commercial.

Exhibit "B"

EXHIBIT "C"

Site Plan and Future Land Use



* The above is a preliminary site plan and is subject to change.

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition		\$11,048,466
Phase One Redevelopment Costs		
Tenant A Space	\$2,440,923	
Tenant B Space	\$1,349,525	
Tenant C Space	\$1,917,448	
Dock Area	\$1,015,745	
Tenant Move-in Commissions	\$750,000	
<hr/>		
Total Phase One		\$7,473,641
Phase Two Redevelopment Costs		
Parking Lot Improvements	\$975,000	
Food Court Area	\$750,000	
Hallways/General Interior	\$850,000	
Exterior/Façade	\$1,150,000	
New Tenant spaces	\$250,000	
<hr/>		
Total Phase Two		\$3,975,000
City Legal Fees		\$15,000
<hr/>		
TOTAL		\$22,512,107

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "E"

Sources and Uses of TIF

TIF USES:

Land Acquisition	\$11,048,466
Site Preparation and Demolition	\$95,000
Exterior Improvements and Repairs	\$1,300,000
Roof Replacement	\$865,000
Water Line Extension	\$45,000
Sanitary Sewer Extension	\$85,000
Storm Sewer Improvements	\$125,000
Parking Lot Improvements	\$1,275,000
Electrical	\$455,000
Landscaping	\$75,000
Sidewalks and Curbs	\$80,000
City Fees	\$15,000
<hr/>	
TOTAL	\$15,463,466

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

SOURCES:

General Assumptions:

Base Value:	\$4,500,000
Final Value:	\$24,000,000
Tax Levy (2022):	1.960172
TIF Indebtedness:	NTE \$3,500,000
Interest Rate:	NTE 6.50%

* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

Amortization:

DATE	Total Taxable	Less Pre-Development	TIF Taxable	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan	Debt Service Payments			Loan Balance	Capitalized Interest	Interest at 6.50%
	Valuation	Base	Valuation					Principal	Interest at 6.50%	Total			
0											\$3,500,000		
0.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$75,456	\$113,750	\$189,206	\$3,424,544	0	113750
1	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$77,908	\$111,298	\$189,206	\$3,346,636	0	111298
1.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$80,440	\$108,766	\$189,206	\$3,266,196	0	108766
2	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$83,055	\$106,151	\$189,206	\$3,183,141	0	106151
2.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$85,754	\$103,452	\$189,206	\$3,097,387	0	103452
3	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$88,541	\$100,665	\$189,206	\$3,008,846	0	100665
3.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$91,419	\$97,787	\$189,206	\$2,917,427	0	97787
4	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$94,390	\$94,816	\$189,206	\$2,823,037	0	94816
4.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$97,457	\$91,749	\$189,206	\$2,725,580	0	91749
5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$100,625	\$88,581	\$189,206	\$2,624,955	0	88581
5.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$103,895	\$85,311	\$189,206	\$2,521,060	0	85311
6	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$107,272	\$81,934	\$189,206	\$2,413,788	0	81934
6.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$110,758	\$78,448	\$189,206	\$2,303,030	0	78448
7	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$114,358	\$74,848	\$189,206	\$2,188,672	0	74848
7.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$118,074	\$71,132	\$189,206	\$2,070,598	0	71132
8	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$121,912	\$67,294	\$189,206	\$1,948,686	0	67294
8.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$125,874	\$63,332	\$189,206	\$1,822,812	0	63332
9	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$129,965	\$59,241	\$189,206	\$1,692,847	0	59241
9.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$134,188	\$55,018	\$189,206	\$1,558,659	0	55018
10	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$138,550	\$50,656	\$189,206	\$1,420,109	0	50656
10.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$143,052	\$46,154	\$189,206	\$1,277,057	0	46154
11	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$147,702	\$41,504	\$189,206	\$1,129,355	0	41504
11.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$152,502	\$36,704	\$189,206	\$976,853	0	36704
12	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$157,458	\$31,748	\$189,206	\$819,395	0	31748
12.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$162,576	\$26,630	\$189,206	\$656,819	0	26630
13	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$167,859	\$21,347	\$189,206	\$488,960	0	21347
13.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$173,315	\$15,891	\$189,206	\$315,645	0	15891
14	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$178,948	\$10,258	\$189,206	\$136,697	0	10258
14.5	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$184,763	\$4,443	\$189,206	\$0	0	4443
15	\$ 19,500,000	0	\$ 19,500,000	1.960172	\$ 191,117	\$ 1,911	\$ 189,206	\$0	\$0	\$0	\$0	0	0
					\$5,733,510	\$57,330	\$5,676,180	\$3,548,066	\$1,938,908	\$5,486,974			
								Original Loan Amount	\$3,500,000				
								Capitalized Interest	\$0	ASSUMPTIONS:			
								Loan Balance Remaining	\$0	1. Loan Amount:			
										6.50%			
										3. Increment Base:			
										\$19,500,000**			

* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2022 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

Adequate public access to the Project Site currently exists. However, many of the parking lots and sidewalks are in a state of disrepair, and will be repaired or replaced. The extension and/or construction of new utilities to serve the new tenant spaces in Sunset Plaza Mall will also be required. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City via increased sales tax receipts from the new tenants. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new and expanded business within the Project Site. It is anticipated that upon completion of Phase One, Kohl's, TJ Maxx and Planet Fitness will occupy the prior Herberger's site, which currently sits vacant. Additionally, it is anticipated that these anchor tenants and the additional renovations conducted as part of Phase Two will attract other tenants to fill the vacant spaces in Sunset Plaza Mall. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The businesses surrounding Sunset Plaza Mall have been negatively impacted by the downturn in foot traffic generated by Sunset Plaza Mall. The Redevelopment Project will result in an increase in visitors to Sunset Plaza Mall, which will benefit commerce in the surrounding area. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The Redevelopment Project will not impact student populations in the City.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize Sunset Plaza Mall, which has fell

into a state of dilapidation and disrepair – and in doing so, occupy vacant spaces without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

2996761.3

RESOLUTION NO. 2023-66

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

Section 1. The Mayor and Council hereby find and determine that there has been recommended for their approval by the Community Development Agency of the City of Norfolk (the "Agency") the "Redevelopment Plan for the Sunset Plaza Redevelopment Project" (the "Redevelopment Plan"); that the Redevelopment Plan has been reviewed and approved by the Planning Commission of the City of Norfolk, Nebraska; that the Redevelopment Plan relates to the redevelopment of an area which has been previously determined by the Mayor and Council to be a blighted and substandard area; that notice has been given as required by law for a public hearing on the Redevelopment Plan and at the time and place set for such hearing all persons desiring to be heard concerning the Redevelopment Plan have been heard; and that the Redevelopment Plan is feasible and in conformity with the general plan for the development of the City of Norfolk, as a whole, and is in conformity with the legislative declarations and determinations set forth in the Community Development Law (Sections 18-2101 to 18-2144, R.R.S. Neb. 2012, as amended).

Section 2. The Mayor and Council hereby determine that the Redevelopment Plan uses funds authorized in Section 18-2147, R.R.S. Neb. 2012, as amended, and in such connection hereby makes the following additional findings and determinations: (a) that the redevelopment project described in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing, (b) that such redevelopment project would not occur in the community redevelopment area as described in the Redevelopment Plan without the use of tax-increment financing and (c) that the costs and benefits of such redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City of Norfolk and surrounding area and the demand for public and private services have been analyzed by the Mayor and Council (including the cost benefit analysis prepared by the Agency) and have been and hereby are found to be in the long term best interest of the City of Norfolk and surrounding area as the community impacted by such redevelopment project.

Section 3. Based upon the foregoing determinations, the Mayor and Council of the City of Norfolk, Nebraska, hereby approve the Redevelopment Plan.

PASSED AND APPROVED this 18th day of December, 2023.

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

Danielle Myers-Noelle
City Attorney

dnoelle@norfolkne.gov

AGENDA MEMO

To: Mayor and City Council

Agenda: City Council Meeting

Date: December 18, 2023

Item #: #19 – Interlocal Agreement with Village of Hadar
#20 – Ordinance creating Northeast Nebraska Regional Land Bank
#21 – Resolution appointing Land Bank Board members

Subject: Northeast Nebraska Regional Land Bank

Staff Contact: Danielle Myers-Noelle
City Attorney

BACKGROUND & DISCUSSION:

The original Nebraska Municipal Land Bank Act (“Act”) was passed in 2013 by the Nebraska Unicameral Legislature in response to concerns over the increase in dilapidated properties in Omaha and Sarpy County, and as a creative solution to provide tools needed to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use. In 2014, the Omaha Municipal Land Bank was formed as a governmental nonprofit organization. Soon thereafter, other municipalities and organizations (including the Nebraska League of Municipalities) advocated for the remainder of Nebraska’s municipalities to have access to the same Land Bank legislation that Omaha had been able to take advantage of.

In 2020, LB424 passed, allowing all cities to take advantage of such land bank legislation. However, even with amended legislation, only Omaha and Lincoln can have stand-alone land banks, while the remainder of Nebraska’s municipalities are required to join with others (using the Interlocal Cooperation Act). Due to the proximity of the Village of Hadar, and the desire to grow a new land bank in a way that is controlled and sustainable, City of Norfolk staff worked with the Omaha Land Bank and a subcommittee of the Norfolk City Council to ultimately decide that the best way to start the land bank was with the Village of Hadar as our first partner. The Village of Hadar passed similar creation documents allowing for such partnership and the resulting land bank at its December 11, 2023, Village Board meeting.

Three documents on tonight’s agenda are all needed to create the Northeast Nebraska Regional Land Bank (“Land Bank”). These documents were drafted with the help of the Omaha Municipal Land Bank and the League of Nebraska Municipalities, and in accordance with the Act, encompassed by Nebraska Revised Statutes, Sections 18-3401 – 18-3418.

Because the Act requires an Interlocal Agreement for the creation and existence of a land bank for cities (other than Omaha and Lincoln), that is the first item on the agenda. The Interlocal includes items that are required under the Nebraska Municipal Land Bank Act and the Interlocal Cooperation Act, as well as best practices gleaned from a model given by the League and previous interlocal agreements that the City of Norfolk has been party to. The Interlocal defines certain key terms under the Land Bank Act, it creates and provides for the organization of the Land Bank, it speaks to the purposes and powers of the Land Bank, the legal requirements for the Board Members, the General Fund creation and the initial anticipated allocation of costs between the City of Norfolk and Village of Hadar, the Project initiation requirements, the process for the admission of future member municipalities (which we anticipate within 2-3 years), and the Dissolution process. It is this agreement, combined with the Land Bank Act and the Bylaws (which are anticipated at the first board meeting in January 2024), that are the governing documents for this Land Bank.

The next item is the Ordinance that creates the Northeast Nebraska Regional Land Bank within Chapter 12.1 of Norfolk City Code. While the Ordinance is more optional than required under Section 18-3404 of the Act, city staff opted to incorporate some key Land Bank language into our city code and, as such, that is the reason for the Ordinance before City Council tonight. This is not a governing document for the Land Bank, it simply creates a space for the new organization within our city code.

The final item on the agenda is the Resolution which appoints specific individuals to the first Land Bank Board. These members all submitted applications to the City of Norfolk to be part of such board, and some were contacted by city staff as potential candidates to ensure compliance with the Act requiring specific knowledge and experience areas. These individuals will serve staggered terms and are all residents of the City of Norfolk. This resolution also includes the names of the non-voting members of the Board that are required by the Act.

FISCAL IMPACT:

- a. \$50,000 ARPA (budgeted 2023-2024)
- b. Revenue from sale of Northdale lot

RECOMMENDATION: Staff recommends that the Council approve the Land Bank items #19, #20 and #21.

SAMPLE MOTION: Move to approve as recommended.

**INTERLOCAL AGREEMENT
PROVIDING FOR THE
NORTHEAST NEBRASKA REGIONAL LAND BANK**

(Dated as of December 18, 2023)

**INTERLOCAL AGREEMENT
PROVIDING FOR THE
NORTHEAST NEBRASKA REGIONAL LAND BANK**

This Interlocal Cooperation Agreement, dated as of December 18, 2023, (“Agreement”) is made and entered into by the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “City of Norfolk”, and the Village of Hadar, a Municipal Corporation, hereinafter referred to as “Village of Hadar”, (collectively, the “Member Municipalities”).

RECITALS

WHEREAS, the City of Norfolk is a city of the first class, and the village of Hadar is a village, both in the State of Nebraska, and both within the meaning of the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418 (the “Land Bank Act”) and a public agency within the meaning of the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827 (the “Interlocal Cooperation Act” and together with the Land Bank Act, the “Acts”);

WHEREAS, the purpose of the Land Bank Act is to permit Nebraska municipalities to address the public need to confront the problems caused by vacant, abandoned, and tax-delinquent properties through the use of land banks by municipalities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use;

WHEREAS, the Land Bank Act authorizes two or more municipalities to enter into an agreement under the Interlocal Cooperation Act to create a single land bank to act on behalf of such municipalities;

WHEREAS, under the Interlocal Cooperation Act, any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised jointly with any other public agency of this state;

WHEREAS, each of the Member Municipalities desires to enter into this Agreement under the authority contained in the Acts to provide for the creation and organization of the Northeast Nebraska Regional Land Bank (the “Land Bank”) as a separate legal entity, a public body corporate and politic of the State of Nebraska, and an instrumentality of the Member Municipalities under the provisions of the Acts to accomplish their joint and cooperative action, and to provide for delegation to the Land Bank of certain common powers of the Member Municipalities and the exercise by the Land Bank of the powers conferred by the Acts.

Now, for and in consideration of the terms and provisions of this Agreement and the mutual obligations and undertakings of the Member Municipalities contained in this Agreement, the Member Municipalities hereby agree as follows:

Section 1. Definitions

- 1.1 “Acts” means, collectively, the Land Bank Act and the Interlocal Cooperation Act.
- 1.2 “Additional Member Municipality” means any Municipality that becomes a party to this Agreement and a member of the Land Bank as provided in Section 7.
- 1.3 “Administrative and General Costs” means the administrative and general costs and expenses of the Land Bank, including salaries, wages and benefits, costs of management and administration, costs of preparation of the annual budget and financial statements

required by Section 5, and any other costs and expenses relating to the general organization, management, and administration of the Land Bank, all to the extent not allocable to any Project as determined by the Board.

- 1.4 “Agreement” means this Interlocal Cooperation Agreement dated as of [December 18, 2023], as it may be amended or supplemented from time to time in accordance with its terms.
- 1.5 “Board” means the Board of the Land Bank established under Section 4, consisting of an odd number of voting members equal to or exceeding seven.
- 1.6 “Bylaws” means the Bylaws of the Land Bank.
- 1.7 “Effective Date” means the date on which this Agreement shall be fully effective, which shall be the date, following the approval and execution of this Agreement by two of the Initial Member Municipalities, on which all required approvals and filings of this Agreement under the Acts and other applicable law have been obtained and made.
- 1.8 “Eligible Municipality” means a city or village in the State of Nebraska, other than a city of the metropolitan class or a city of the primary class.
- 1.9 “General Fund” means the fund established under Section 5.1.
- 1.10 “Initial Member Municipalities” means the following Eligible Municipalities:
 - 1.10.1 City of Norfolk, Nebraska;
 - 1.10.2 Village of Hadar, Nebraska.
- 1.11 “Interlocal Cooperation Act” means the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, as amended from time to time.
- 1.12 “Land Bank” means the Northeast Nebraska Regional Land Bank, a separate legal entity and a public body corporate and politic and political subdivision of the State of Nebraska organized and existing under the provisions of the Acts and this Agreement.
- 1.13 “Land Bank Act” means the Nebraska Municipal Land Bank Act, Neb. Rev. Stat. §§ 18-3401 to 18-3418, as amended from time to time.
- 1.14 “Member Municipalities” means, collectively, the Initial Member Municipalities and any Additional Member Municipalities.
- 1.15 “Program” means the acquisition, rehabilitation, demolition, development, construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, including the undertaking and financing of one or more Projects, and related services and functions which are necessary or desirable to the Member Municipalities for the purpose of returning vacant, abandoned, and tax-delinquent properties to productive use, all of which shall be undertaken by the Land Bank as the instrumentality of the Member Municipalities as provided in this Agreement.
- 1.16 “Project” means any undertaking of the Land Bank to design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, or otherwise improve specific Real Property or rights and interests in Real Property.

- 1.17 “Project Agreement” means a contract under which the Land Bank provides services consistent with the Program to a Member Municipality or a Project Participant. Reference to a Project Agreement includes any amendments or supplements to such agreement.
- 1.18 “Project Committee” means a committee of Project Participants described in Section 6.4.
- 1.19 “Project Costs” means all costs incurred or payable by the Land Bank in connection with a Project, including all Project development costs, operating expenses, debt service, and all other costs relating to a Project, as determined by the Board.
- 1.20 “Project Participants” means the Member Municipalities and any other parties that participate in a Project with the Land Bank.
- 1.21 “Project Property” means the Real Property involved in a Project.
- 1.22 “Real Property” means any of the following within a Member Municipality’s jurisdictional boundaries: land, land under water, structures, and any and all easements, air rights, franchises, and incorporeal hereditaments and every estate and right therein, legal or equitable, including terms for years and liens by way of judgment, mortgage, or otherwise, and any and all fixtures and improvements located thereon. For this purpose, a Member Municipality’s jurisdictional boundaries do not include its extraterritorial zoning jurisdiction.

Section 2. Creation and Organization of the Land Bank

- 2.1 Creation and Organization. Under the authority contained in the Acts, the Member Municipalities hereby create and organize the Land Bank as a separate legal entity and a joint entity under the Interlocal Cooperation Act, and as a public body corporate and politic of the State of Nebraska to accomplish their joint and cooperative action with respect to the Program, all under the terms, provisions, and limitations in this Agreement.
- 2.2 Name. The name of the Land Bank shall be the Northeast Nebraska Regional Land Bank.
- 2.3 Principal Place of Business. The Land Bank’s principal place of business shall (initially) be Norfolk Housing Agency, 1310 W Norfolk Ave., Suite D, Norfolk, NE 68701.
- 2.4 Management. The management of the affairs of the Land Bank will be vested in the Board and the Member Municipalities, as provided in the Acts, this Agreement, and the Bylaws.
- 2.5 Fiscal Year. The fiscal year of the Land Bank shall be the twelve-month period ending on September 30.
- 2.6 Duration. The Land Bank shall have permanent and perpetual duration until terminated and dissolved according to Section 8.1 and the Land Bank Act.
- 2.7 Manner of Financing. The activities of the Land Bank shall be financed through contributions from its Member Municipalities, funding through grants and loans from any public or private source; property taxes received under the Land Bank Act; consideration for disposition of real and personal property; rents and leasehold payments; proceeds from insurance; income from investments; payments for services rendered; and any other asset or activity permitted by law.

Section 3. Purposes and Powers of the Land Bank

- 3.1 Purpose. The purpose of the Land Bank is to implement and give effect to the Program for the benefit of the Member Municipalities. Each of the Member Municipalities declares, acknowledges, and agrees that, in carrying out the Program, the Land Bank will be exercising powers for and on behalf of the Member Municipalities as their instrumentality.
- 3.2 Powers. In furtherance of the Program, the Land Bank shall have the power to engage in any and all lawful acts and activities concerning the acquisition, rehabilitation, demolition, development, construction, reconstruction, renovation, relocation, and other improvements in Real Property or rights therein, as and to the same extent that such power is possessed and capable of exercise by any of the Member Municipalities under applicable law. The powers so conferred upon and delegated to the Land Bank shall include the power:
- 3.2.1 To acquire Real Property or interests in Real Property by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, using such methods and on such terms and conditions the Land Bank considers proper;
 - 3.2.2 To receive Real Property or interests in Real Property by transfer from a political subdivision, on such terms and conditions and according to the procedures determined by the political subdivision and the Land Bank;
 - 3.2.3 By resolution of the Board, to discharge and extinguish any and all liens or claims for real property taxes or special assessments owed to any political subdivision of the State of Nebraska with respect to Real Property acquired by the Land Bank, except that no lien or claim represented by a tax sale certificate held by a private third party shall be extinguished or discharged;
 - 3.2.4 To bid on Real Property at any sale of the same for nonpayment of taxes or in connection with foreclosure, pursuant the applicable terms of the Land Bank Act.
 - 3.2.5 To adopt, amend, and repeal Bylaws for the regulation of its affairs and the conduct of its business;
 - 3.2.6 To employ such agents and employees, permanent or temporary, as it may require, and determine the qualifications and fix the compensation and benefits of such persons;
 - 3.2.7 To sue and be sued in its own name and plead and be impleaded in all civil actions;
 - 3.2.8 To borrow money from private lenders, from municipalities, from the State of Nebraska, or from federal government funds as may be necessary for the operation and work of the Land Bank;
 - 3.2.9 To procure insurance or guarantees from the State of Nebraska or federal government of the payments of any debts or parts thereof incurred by the Land Bank and to pay premiums in connection therewith;
 - 3.2.10 To enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including, but not limited to, agreements under the Interlocal Cooperation Act for the joint

administration of multiple land banks or the joint exercise of powers under the Nebraska Municipal Land Bank Act;

- 3.2.11 To enter into contracts and other instruments necessary, incidental, or convenient to the performance of functions by the Land Bank on behalf of Member Municipalities or agencies or departments of Member Municipalities, or the performance by Member Municipalities or agencies or departments of Member Municipalities of functions on behalf of the Land Bank;
- 3.2.12 To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Land Bank;
- 3.2.13 To provide foreclosure prevention counseling and re-housing assistance;
- 3.2.14 To procure insurance against losses in connection with the Real Property, assets, or activities of the Land Bank;
- 3.2.15 To invest money of the Land Bank, at the discretion of the Board, in instruments, obligations, securities, or property determined proper by the Board and name and use depositories for its money, except that a Land Bank shall not invest its money in any instrument, obligation, security, or property in which a direct or indirect interest is held by a voting member or non-voting member of the Board or an employee of the Land Bank, by a Board member's or an employee's immediate family, or by a business or entity in which a Board member or an employee has a financial interest;
- 3.2.16 To enter into contracts for the management of, the collection of rent from, or the sale of Real Property of the Land Bank;
- 3.2.17 To design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve Real Property or rights or interests in Real Property of the Land Bank;
- 3.2.18 To fix, charge, and collect fees and charges for services provided by the Land Bank;
- 3.2.19 To fix, charge, and collect rents and leasehold payments for the use of Real Property of the Land Bank for a period not to exceed twelve months, except that such twelve-month limitation shall not apply if the Real Property of the Land Bank is subject to a lease with a remaining term of more than twelve months at the time such Real Property is acquired by the Land Bank;
- 3.2.20 To grant or acquire a license, easement, lease, as lessor and as lessee, or option with respect to Real Property of the Land Bank;
- 3.2.21 To enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of Real Property, provided that the Land Bank shall not enter into an agreement with any nonprofit corporation or other private entity for the purpose of temporarily holding Real Property for such nonprofit corporation or private entity, except for such agreements not exceeding one year for the purpose of providing clear title to such property; and

3.2.22 To do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

All the powers of the Land Bank shall be exercised by or under the control, supervision and direction of the Board. The foregoing enumeration of powers shall not be construed as limitation on the powers of Land Bank, and the Land Bank shall have the ability to exercise all other powers necessary or desirable to the accomplishment of its purposes. The foregoing delegation of powers to the Land Bank is non-exclusive; the exercise of any or all of these powers by the Land Bank shall not preclude any Member Municipality from contemporaneously exercising the same or similar powers, provided that the Member Municipality had such powers independent of the Land Bank.

3.3 Specific Limitations. In addition to limitations set forth elsewhere in this Agreement, the Land Bank shall not:

3.3.1 Have the power to issue negotiable revenue bonds and notes;

3.3.2 Possess or exercise the power of eminent domain;

3.3.3 Have the authority to levy property taxes; or

3.3.4 Receive property tax revenue from a political subdivision under an agreement entered into under the Joint Public Agency Act.

3.4 General Limitations. In addition to the limitations and restrictions contained elsewhere in this Agreement, this Agreement is not intended to, and shall not be construed or interpreted to, expand or increase in any manner the powers, duties, and authority of any Member Municipality under the Acts or other applicable law.

Section 4. Board

4.1 Initial Board. The initial individuals to serve as voting and non-voting members of the Board and the terms for which they are to serve shall be established by resolution of the governing bodies of the Member Municipalities.

4.2 Subsequent Board Members. Subsequent voting members and non-voting members of the Board shall be chosen as provided in the Bylaws.

4.3 Qualifications of Voting Members. Each voting member of the Board must be a resident of one of the Member Municipalities. A voting member of the Board may, but need not be, a public official or employee.

4.4 Skills, Knowledge, and Expertise of Voting Members. Collectively, the voting members of the Board must have verifiable skills, expertise, and knowledge in market-rate and affordable residential, commercial, industrial, and mixed-use real estate development, financing, law, purchasing and sales, asset management, economic and community development, and the acquisition of tax sale certificates.

4.5 Representation and Experience. The voting members of the Board shall include the following:

4.5.1 At least one individual representing a chamber of commerce;

- 4.5.2 At least one individual with experience in banking;
- 4.5.3 At least one individual with experience in real estate development;
- 4.5.4 At least one individual with experience as a realtor;
- 4.5.5 At least one individual with experience in nonprofit or affordable housing; and
- 4.5.6 At least one individual with experience in large-scale residential or commercial property rental.

A single voting member may satisfy more than one of the requirements in this Section if he or she has the required qualifications. It is not necessary that there be a different member to fulfill each such requirement.

- 4.6 No Compensation. The voting and non-voting members of the Board shall serve without compensation.
- 4.7 Officers. The voting members of the Board shall select annually from among themselves a chairperson, a vice-chairperson, a treasurer, and such other officers as the Board may determine, as provided in the Bylaws.
- 4.8 Resignation, Removal, Vacancies. Voting and non-voting members of the Board and officers of the Land Bank may resign or be removed as provided in the Bylaws. Vacancies shall be filled in the same manner as the original appointment, as provided in the Bylaws.

Section 5. General Fund; Allocation and Collection of Costs; Annual Budget; Audit

- 5.1 General Fund. There is hereby established a General Fund consisting of the contributions shown on Exhibit A. Except as otherwise provided by a Project Agreement or restrictions placed on a contribution, all future contributions and revenue received by the Land Bank shall be held in the General Fund. The General Fund shall be used for Administrative and General Costs, and, to the extent provided under a Project Agreement, for Project Costs.
- 5.2 Allocation of Costs. The Land Bank shall maintain complete and accurate books and records of all of its costs and expenses, which shall be classified as either Administrative and General Costs or Project Costs.
 - 5.2.1 Administrative and General Costs shall be paid from the General Fund. Alternatively, by resolution of the Board, the Land Bank may allocate Administrative and General Costs among the Member Municipalities in the percentages set forth in Exhibit B. Any costs so allocated shall be billed to the Member Municipalities not more frequently than monthly.
 - 5.2.2 Unless otherwise provided in the Project Agreement, Project Costs of each Project shall be allocated solely to the Project Participants participating in that Project, and billed not more frequently than monthly.
- 5.3 Annual Budget. The Land Bank shall prepare an annual budget of Administrative and General Costs and shall prepare a separate annual budget of the Project Costs for each Project. The annual budget of Administrative and General Costs and the annual budgets of Project Costs shall be consolidated into a comprehensive budget that reflects all of the Land Bank's activities.

- 5.4 Audit. The financial records and activities of the Land Bank shall be audited and/or reviewed by an independent certified public accountant at the close of each fiscal year. The Board shall decide annually whether a full audit is appropriate, otherwise an annual review will be required, and shall be part of any annual reporting due to the State of Nebraska under the Acts. The Land Bank shall make and file such financial and other reports as shall be required by law.

Section 6. Projects; Project Participants; Project Committees

- 6.1 Projects. Each Project shall be established by resolution adopted by the Board upon the request of at least two Member Municipalities who will be Project Participants, one of which must be the Member Municipality within whose jurisdictional boundaries the proposed Project Property lies. Each Project shall be governed by a Project Agreement with the Land Bank.
- 6.2 Outside Project Participants. Any public or private person authorized by law to participate in a Project may become a Project Participant under a Project Agreement with the Land Bank. The Board must approve and accept any Project Participant that is not a Member Municipality by the affirmative vote of at least 75% of the total number of voting members of the Board then serving. Project Participants who are not Member Municipalities of the Land Bank shall not have the right to participate in the selection, election, and approval of voting or non-voting members of the Board, but shall be represented on a Project Management Committee. The Project Agreement may, in the discretion of the Board, require each non-Member Municipality Project Participant to pay a portion of the Land Bank's Administrative and General Costs, and in such event shall specify how such payments offset the Administrative and General Costs otherwise allocated to Member Municipalities.
- 6.3 Project Agreements. Each Project Agreement shall provide for the scope and execution of the Project, the composition and selection of the Project Committee (if any), allocation of Project Costs and responsibilities of the Project among Project Participants, and contain such provisions relating to termination of the Project as necessary or appropriate to dispose of the Project Property upon termination.
- 6.4 Project Committee. In the Board's discretion, a separate Project Committee may be established for any Project in order to provide the Project Participants with direct representation and voting rights with respect to such Project.
- 6.4.1 The Member Municipalities intend that the Board shall, to the fullest extent practicable, defer to the particular concerns and objectives of each Project Committee with respect to the Project governed by that committee; and act upon and in furtherance of the recommendations of each such Project Committee with respect to the Project they govern.
- 6.4.2 Except for those matters described in Section 6.5, if the Board disapproves of a decision of a Project Committee, it shall state its reasons and refer the matter back to the Project Committee for further consideration.
- 6.4.3 Unless otherwise provided in the Project Agreement, voting on Project Committees shall be by a majority vote of the representatives of the Project Participants, with each Project Participant entitled to one vote.

- 6.4.4 In the event a Project Committee is unable to reach a decision on any matter, the matter shall be referred to the Board for resolution.
- 6.5 Authority Reserved to Board. The following decisions shall be made solely by the Board without regard to any decision by a Project Committee:
 - 6.5.1 Decisions on matters not relating to any Project or relating to more than one Project;
 - 6.5.2 Organizational and membership matters including matters relating to this Agreement and the Bylaws;
 - 6.5.3 Legal matters, including any litigation to which the Land Bank is (or may be) a party;
 - 6.5.4 Financial and accounting matters, including risk management policies and decisions;
 - 6.5.5 General and administrative matters relating to the Land Bank, including the approval of the Land Bank's annual budget and Administrative and General Costs, and employment matters.

Section 7. Additional Member Municipalities

- 7.1 Additional Member Municipalities Permitted. One or more Eligible Municipalities may become Additional Member Municipalities of the Land Bank in accordance with this Section 7.
- 7.2 Admission of Additional Member Municipalities. Any Eligible Municipality may become a Member Municipality of the Land Bank upon satisfaction of the following conditions:
 - 7.2.1 This Agreement is duly authorized and approved by appropriate action of the governing body of such Eligible Municipality and the appropriate officers of such Eligible Municipality duly execute a supplement to or counterpart of this Agreement;
 - 7.2.2 Such Eligible Municipality is approved and accepted as an Additional Member Municipality of the Land Bank by the affirmative vote of the governing body of each member Municipality;
 - 7.2.3 Any additional voting members of the Board must be approved by the chief executive officers of each Member Municipality and confirmed by a two-thirds vote of each Member Municipality; and
 - 7.2.4 Such Eligible Municipality delivers to the Land Bank's officers certificates and opinions of legal counsel reasonably necessary to establish the matters addressed in Section 7.2.1, and all other required filings, submittals, approvals, consents, and permits that may be required by the Acts or other applicable law prior to the full effectiveness of this Agreement with respect to the Additional Member Municipality and the matters described in Section 2.4.

- 7.3 Effect of Joinder. Any Eligible Municipality which becomes a Member Municipality in accordance with the foregoing provisions shall be bound by the terms and conditions of this Agreement.

Section 8. Dissolution

- 8.1 Complete Termination and Dissolution. This Agreement shall be effective from and after the Effective Date and shall continue in full force and effect until such time as all of the Member Municipalities elect to dissolve the Land Bank.

- 8.1.1 The Member Municipalities may elect to dissolve the Land Bank in accordance with this Section only if each of the following conditions are met:

8.1.1.1 No Project Agreement is then in effect between the Land Bank and any other party;

8.1.1.2 The Land Bank either will not receive any additional property taxes with respect to Real Property conveyed by the Land Bank, or the Board by resolution has elected not to receive such taxes, and has notified the treasurer of the county in which the property is located by filing a copy of the resolution with such treasurer; and

8.1.1.3 A majority of the members of the governing body of each Member Municipality has approved the dissolution and has provided notice as required by the Land Bank Act.

- 8.1.2 Upon dissolution, the affairs of the Land Bank shall be wound up and its obligations discharged. Any funds or assets of the Land Bank not distributed or allocated in accordance with the provisions of a Project Agreement shall be distributed to the Land Bank's Member Municipalities at the time of dissolution, with each Member Municipality receiving the Real Property within its jurisdictional boundaries, and with any remaining funds or assets distributed on a per capita basis, provided that the Member Municipalities shall have the right at any time to agree unanimously on any other method of distribution.

- 8.2 Partial Termination by Withdrawal. If and when there are at least three (3) Member Municipalities as part of the Land Bank, any Member Municipality may withdraw from this Agreement and terminate its membership in the Land Bank by providing no less than 60 days' written notice of such withdrawal to the Land Bank, if all of the following conditions are met:

8.2.1 No Project Agreement between the Member Municipality and the Land Bank is then in effect, and the Member Municipality is not a Project Participant in any Project;

8.2.2 The Member Municipality is not in default of any of its obligations under this Agreement or any agreement or contract with the Land Bank;

8.2.3 The Land Bank does not currently own any Real Property within the Member Municipality's jurisdictional boundaries;

- 8.2.4 The Land Bank does not currently receive any real property taxes collected on Real Property within the Member Municipality's jurisdictional boundaries;
- 8.2.5 The withdrawing Member Municipality's governing body gave sixty calendar days' advance written notice of the withdrawal by publishing notice in a newspaper of general circulation within the withdrawing Member Municipality; and
- 8.2.6 After the sixty-day period in Section 9.2.5 has elapsed, a majority of the members of the governing body of the withdrawing Member Municipality approves the withdrawal.

The Member Municipality's withdrawal becomes effective upon satisfaction of all of the conditions set forth in this Section. The Board will determine, in its sole discretion, the personal property, money, or other assets which shall become the property of the withdrawing Member Municipality, and will convey such property, money, or assets to the withdrawn Member Municipality within a reasonable time following the effective date of withdrawal.

Section 9. Miscellaneous

- 9.1 Limitations on Liability. The obligations of any Member Municipality to make payments to the Land Bank are limited by the terms of this Agreement, the Bylaws, any Project Agreement to which the Member Municipality is a party, the Land Bank Act, and other contracts entered into between the Land Bank and the Member Municipality. Except as provided under such documents and agreements, none of the Member Municipalities, voting or non-voting members of the Board, Land Bank officers or employees, or Member Municipality officers, officials, employees or governing body members, officers, officials or employees shall be subject to or in any way liable for any debt or contract entered into or any obligation or liability incurred by the Land Bank under this Agreement, the Program, or any Project. The rights of the Land Bank's creditors shall be solely against the Land Bank.
- 9.2 Privileges and Immunities. The privileges and immunities enjoyed by the Member Municipalities of the Land Bank by reason of their governmental and public status shall inure to the Land Bank and voting members of the Board.
- 9.3 Amendments to this Agreement. This Agreement may be amended only by a written instrument, specifically denominated as an amendment to this Agreement, duly approved and executed by each of the Member Municipalities, which amendment shall be effective only after execution by all Member Municipalities.
- 9.4 Governing Law and Construction. This Agreement is made under and shall be subject to and construed in accordance with the laws of the State of Nebraska, particularly the Acts. The rule of construction to be followed in the event of a conflict between provisions of various clauses is the one which favors the Agreement as in compliance with the Acts, and this rule governs over any other interpretations. Except where context otherwise requires, words importing the singular number include the plural number and vice versa; the term "person" includes any of the Member Municipalities, individuals, corporations, firms, associations, trusts, and federal, state, and local governments and agencies; and the term "include" and its derivations are not limiting.

9.5 Jurisdiction and Venue. The courts located in Madison County, Nebraska are the agreed jurisdiction and venue for any disputes arising from or related to this Agreement.

9.6 Counterparts. This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Member Municipalities have each caused this Agreement to be executed as of the date first written above.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

By: _____
Mayor Josh Moenning

By: _____
Brianna Duerst, City Clerk

Date: _____

APPROVED AS TO FORM:

By _____
Danielle Myers-Noelle, City Attorney

VILLAGE OF HADAR, NEBRASKA,
A Municipal Corporation

ATTEST:

By: _____
Mark Craft, Chairman

By: _____
Mike Mayfield, Village Clerk

Date: _____

APPROVED AS TO FORM:

By _____
Jeffrey L. Hrouda, Village Attorney

**INTERLOCAL AGREEMENT PROVIDING FOR THE
NORTHEAST NEBRASKA REGIONAL LAND BANK**

EXHIBIT A

Initial General Fund Contributions

The General Fund shall initially consist of the following amounts:

<u>Contributor</u>	<u>Amount</u>
City of Norfolk	\$50,000 (plus real estate proceeds from sale of 1001 Northdale Dr.)
Village of Hadar	0%

**INTERLOCAL AGREEMENT PROVIDING FOR THE
NORTHEAST NEBRASKA REGIONAL LAND BANK**

EXHIBIT B

Administrative and General Cost Allocation

As contemplated under Section 5.1 of the Agreement, Administrative and General Costs shall be allocated among the Member Municipalities as follows:

<u>Member Municipality</u>	<u>Percentage</u>
City of Norfolk	100%
Village of Hadar	0%

ORDINANCE NO. 5861

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORFOLK, NEBRASKA, TO ENACT CHAPTER 12.1, ARTICLE I, OF THE OFFICIAL CITY CODE TO CREATE AND PROVIDE FOR A NORTHEAST NEBRASKA REGIONAL LAND BANK AS AUTHORIZED BY THE NEBRASKA MUNICIPAL LAND BANK ACT WHICH AUTHORIZES TWO OR MORE MUNICIPALITIES TO CREATE A MUNICIPAL LAND BANK TO FACILITATE THE RETURN OF VACANT, ABANDONED AND TAX-DELINQUENT PROPERTIES TO PRODUCTIVE USE; 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. Chapter 12.1, Article I, of the Official City Code be and the same is hereby enacted to read as follows:

CHAPTER 12.1. NORTHEAST NEBRASKA REGIONAL LAND BANK

ARTICLE I. IN GENERAL

Sec. 12.1-1. Established.

Pursuant to the Nebraska Municipal Land Bank Act, as amended, there is hereby created a Northeast Nebraska Regional Land Bank.

Sec. 12.1-2. Definitions.

For the purposes of this Article, the following terms shall have the following meanings:

Act shall mean the Nebraska Municipal Land Bank Act, also known as Neb. Rev. Stat. Sections 18-3401et seq. (2020 Supp.), as it may be amended from time to time.

Board shall mean the board of directors of the land bank.

Land bank shall mean the Northeast Nebraska Regional Land Bank, established pursuant to this Article.

Sec. 12.1-3. Nature.

The land bank shall be deemed to be a public corporation acting in a governmental capacity and a political subdivision of the state, and shall have permanent and perpetual duration until terminated and dissolved in accordance with the Act. The land bank, and all of its assets, liabilities, bond obligations, employees, rights, and duties, shall be separate from the municipality. The land bank shall have and possess all of the powers, rights, and duties provided by the Act. The land bank's records and documents shall be considered public records under the state public records laws.

Sec. 12.1-4. Board of directors.

(a) The land bank shall be governed by a board of directors, as provided in the Act.

(b) The board shall consist of an odd number of voting members, totaling at least seven (7) appointed by the chief executive officers of the municipalities that created the land bank, as mutually agreed to by such chief executive officers and confirmed by a two-thirds (2/3) vote of the governing body of each municipality that created the land bank; and the following nonvoting members:

(1) The planning director of each municipality that created the land bank, or his or her designee, or if there is no planning director for any municipality that created the land bank, a person designated by the governing body of such municipality;

(2) One (1) member of the governing body of each municipality that created the land bank, appointed by such governing body; and

(3) Such other non-voting members as are appointed by the chief executive officers of the municipalities that created the land bank, as mutually agreed to by such chief executive officers, and confirmed by a two-thirds (2/3) vote of the governing body of each municipality that created the land bank;

(c) Each voting member of the board shall be a resident of one of municipalities that created the land bank.

(d) The voting members of the board shall have, collectively, verifiable skills, expertise, and knowledge in market-rate and affordable residential, commercial, industrial, and mixed-use real estate development, financing, law, purchasing and sales, asset management, economic and community development, and the acquisition of tax sale certificates.

(1) The voting members of the board shall include:

- a. At least one member representing a chamber of commerce;
 - b. At least one member with experience in banking;
 - c. At least one member with experience in real estate development;
 - d. At least one member with experience as a realtor;
 - e. At least one member with experience in nonprofit or affordable housing; and
 - f. At least one member with experience in large-scale residential or commercial property rental.
- (2) A single voting member may satisfy more than one of the requirements provided above if he or she has the required qualifications. It is not necessary that there be a different member to fulfill each such requirement.

(e) The initial members of the board, and their initial respective terms of office shall be determined by resolution approved by two-thirds (2/3) vote of the governing body of the municipality.

(f) After the initial term of an initial board member, the term of the subsequent board members shall be three (3) years. A board member shall continue to serve until his or her successor is appointed and confirmed.

(g) Meetings of the board shall be publicized and conducted as public meetings.

Sec. 12.1-5. Bylaws.

The board shall adopt bylaws, by a majority vote of the voting members. The bylaws shall govern the general organizational structure and meeting rules for the land bank.

Sec. 12.1-6. Policies and procedures.

The board shall adopt other policies and procedures, by a majority vote of the voting members, unless a greater vote is otherwise required in this Article or the Act. Policies and procedures shall include, but not be limited to, the following items:

- (a) The general terms and conditions for consideration to be received by the land bank for the transfer of real property and interests in real property, which consideration may take the form of monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the transferee, and such other forms of consideration as determined to be in the best interest of the land bank.
- (b) Rules addressing potential conflicts of interests for board members or employees of the land bank.
- (c) Ethical guidelines for board members and employees of the land bank.

- (d) Policies and procedures for ensuring effective communication between the land bank and citizens and community groups interested in land bank issues. Such policies shall provide procedures for the board and land bank staff to keep the public informed of land bank activities and to solicit input and advice from citizens and community groups such as neighborhood alliance groups and neighborhood associations affected by land bank operations.

Sec. 12.1-7. Disposition of real property.

In determining the proposed transferee, and the content of any covenants, conditions, or contractual commitments to be required regarding the present and future use of real property to be conveyed by the land bank shall comply with the Act, and shall consider the following factors and priorities, which are not listed in any particular order:

- (a) Consistency with the existing land use characteristics of the surrounding neighborhood;
- (b) Whether the use will terminate or mitigate current harmful effects on the surrounding neighborhood caused by the property;
- (c) Whether the use will prevent future harmful effects on the neighborhood caused by the property;
- (d) Whether the eventual long-term user of the property is identified and is the same as, or has some contractual or other close relationship to, the proposed transferee.
- (e) Whether the use, if residential, will meet the “affordability” goals of the municipalities and state as a whole.

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

PASSED AND APPROVED this 18th day of December, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

RESOLUTION NO. 2023-67

WHEREAS, on December 18, 2023, the City of Norfolk, Nebraska, approved an Interlocal Agreement Providing for the Northeast Nebraska Regional Land Bank between the City of Norfolk and the Village of Hadar (“Interlocal”), as authorized by the Nebraska Municipal Land Bank Act set forth in Sections 18-3401 – 18-3418 of the *Nebraska Revised Statutes* (“Act”), creating the Northeast Nebraska Regional Land Bank and providing for a Board of Directors to consist of an odd number of voting members, totaling at least seven (7), comprised of at least one of each of the following who shall be a resident of one of the municipalities that created the Land Bank: a member representing a chamber of commerce, a member with experience in banking, a member with experience in real estate development, a member with experience as a realtor; a member with experience in nonprofit or affordable housing, and a member with experience in large-scale residential or commercial property rental; and

WHEREAS, the Act states that the Board shall also include nonvoting members comprised of (1) the planning director of each municipality that created the land bank, or their designee, or if there is no planning director for any municipality that created the land bank, a person designated by the governing body of such municipality, (2) one member of the governing body of each municipality that created the land bank, appointed by such governing body, and (3) such other non-voting members as are appointed by the chief executive officers of the municipalities that created the land bank; and

WHEREAS, the Act further established that the members of said Board of Directors shall be appointed by the chief executive officers of the municipalities subject to approval of two-thirds (2/3) of each governing body.

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 that the following individuals are hereby appointed to serve as initial voting members of the Board of Directors of the Northeast Nebraska Regional Land Bank established by the Interlocal Agreement Providing for the Northeast Nebraska Regional Land Bank, as authorized by the Nebraska Municipal Land Bank Act:

<u>Appointed Voting Members</u>	<u>Initial Term</u>
Brian Lundy	1 year (expiring on December 31, 2024)
John Kouba	1 year (expiring on December 31, 2024)
Benjamin Temple	1 year (expiring on December 31, 2024)
Rob Merrill	2 years (expiring on December 31, 2025)
Randy Wilcox	2 years (expiring on December 31, 2025)
Rod Johnson	2 years (expiring on December 31, 2025)
Soshia Bohn	3 years (expiring on December 31, 2026)
Mayra Mendoza	3 years (expiring on December 31, 2026)
Juan Sandoval	3 years (expiring on December 31, 2026)

After the initial terms set forth above, subsequent terms of office for each member shall be three (3) years.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Norfolk that the following individuals are hereby appointed to serve as nonvoting members of the Board of Directors of the Northeast Nebraska Regional Land Bank:

Appointed Nonvoting Members

Valerie Grimes, City of Norfolk Director of Planning & Development, or her designee

Justin Snorton, City of Norfolk Councilperson

Mark Craft, Village of Hadar Board Member

Myron Wasson, Village of Hadar

PASSED AND APPROVED this 18th day of December, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

ORDINANCE NO. 5862

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AUTHORIZE THE SALE OF CITY PROPERTY; TO PROVIDE THE TERMS OF SALE AND AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER A QUITCLAIM DEED TO THE PROPERTY; TO PROVIDE FOR A REMONSTRANCE TO SAID SALE AS PROVIDED BY LAW; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; 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 AS FOLLOWS:

Section 1. That the following described real property owned by the City of Norfolk, Nebraska, and addressed as 1001 Northdale Drive, Norfolk, Nebraska, to wit:

Lot 20, Sunnydell Addition to Norfolk, Madison County, Nebraska, is hereby authorized sold to Todd Borgmeyer for the purchase price of Thirty-Nine Thousand Dollars (\$39,000.00).

Section 2. That the Mayor is hereby empowered to execute and deliver a Quitclaim Deed to the above described real property to Todd Borgmeyer upon the payment of the purchase price as set forth above.

Section 3. That such sale shall not be closed for a period of thirty (30) days from the passage and publication of this Ordinance so as to allow for the remonstrance to said sale by citizens of the City, by filing, in writing, a remonstrance to said sale signed by legal electors of the City equal in number to thirty percent (30%) of the electors of the City voting at the last regular municipal election held by the City, with the governing body of the City. If said

remonstrance is filed and certified as legally sufficient by the City Clerk, the above property shall not then, within one (1) year thereafter, be sold.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of December, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

Approved as to form: _____

Danielle Myers-Noelle, City Attorney

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 07th day of December, 2023, by and between City of Norfolk, Nebraska, A Municipal Corporation, hereinafter called SELLER, and Todd Borgmeyer, hereinafter called BUYER, WITNESSETH:

1. PROPERTY. That SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER the property addressed as 1001 Northdale Drive, Norfolk, Nebraska, and described as follows:

Lot 20, Sunnydell Addition to Norfolk, Madison County, Nebraska,

upon the following terms and conditions subject to all easements, covenants, and restrictions of record.

2. PURCHASE PRICE. The purchase price to be paid by the BUYER to the SELLER is Thirty nine thousand dollars & ⁰⁰/₁₀₀ (\$39,000.⁰⁰) which purchase price the BUYER agrees to pay as follows:

- A. An earnest money deposit equal to 10% of the purchase price (\$ 3,900.⁰⁰) to be paid on or before time of execution of this Agreement, receipt of which is hereby acknowledged by the SELLER.
- B. The balance of the purchase price, being Thirty five thousand one hundred dollars & ⁰⁰/₁₀₀ (\$ 35,100.⁰⁰) shall be paid upon closing.

3. TITLE INSURANCE. The parties agree that a title insurance policy from American Title & Escrow in the amount of Thirty nine thousand dollars & ⁰⁰/₁₀₀ (\$ 39,000.⁰⁰) shall be obtained upon the execution of this Agreement. BUYER and SELLER shall each pay one-half (1/2) of the cost of the title insurance policy and applicable closing costs.

4. CLOSING. Closing shall be done through American Title & Escrow. The date of closing of this Agreement shall be on or before May 31, 2024, except that if it is necessary for SELLER to cure defects in title to the real property, as provided for herein, then the date of closing shall be as soon as possible after said defects are cured.

5. REAL ESTATE TAXES. SELLER shall pay all real estate taxes and personal property taxes on the property being sold hereunder for the applicable calendar year and all prior years. All such taxes after sale closing and subsequent years shall be the responsibility of BUYER.

6. DEED. At the time of closing when BUYER shall have paid the entire purchase price, the SELLER shall deliver a Quitclaim Deed to the BUYER.

7. SURVEY. BUYER may have the property surveyed at BUYER's expense. If a survey discloses material items inconsistent with previous representations, this Agreement may be voidable at buyer's discretion and the down payment shall be returned to BUYER.

8. POSSESSION. BUYER understanding that BUYER is purchasing the property in an "AS-IS" condition with no warranties express or implied. Possession and risk of loss shall pass to the BUYER upon closing.

9. SIDEWALKS. BUYER agrees to install all sidewalks in accordance with city code prior to Certificate of Occupancy being issued.

10. CONTINGENT UPON ORDINANCE. This Purchase Agreement is contingent upon the passage and implementation of City of Norfolk Ordinance No. _____ authorizing the sale of the subject property by the City of Norfolk. If the City of Norfolk does not pass Ordinance No. _____ or if there is a remonstrance of the sale of the property, then this Purchase Agreement shall be void.

11. BUILDING REQUIREMENTS. BUYER shall be responsible for obtaining and paying for all permits required for construction of the site and shall comply with all building codes.

12. BINDING AGREEMENT. This Agreement shall be binding upon the heirs, successors, personal representatives and assigns of the respective parties hereto.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation, Seller

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

X _____
_____, Buyer

_____, Buyer

ORDINANCE NO. 5863

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 129 IN THE CITY OF NORFOLK, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS; REFERRING TO THE PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE IN CONNECTION THEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT, AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska; hereby find and determine that it is necessary and advisable to extend the municipal water service to beyond the existing system by the construction of water mains, together with the necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Water Extension District No. 129 of the City pursuant to Section 19-2401 et. seq. of the Nebraska Revised Statutes of 1943, as amended.

Section 2. That the Water Extension District No. 129 in which it is proposed to make special assessments shall include the following property, to-wit:

Parcel 1: 590160389

Tract No. 4 in Abler Light Industry Site, Madison County Nebraska; less highway right of way.

Parcel 2: 590160370

Tract 3 in Abler Light Industry Site, Madison County, Nebraska; less highway right of way.

Parcel 3: 590160362

Tract 2 in Abler Light Industry Site, Madison County, Nebraska; less highway right of way.

Parcel 4: 590060449

for as indicated on survey record dated August 11, 2023 and referenced in Book 2023 Page 03237 Cab 8 page 37A known now as parcel 590060449 - street located between Part of Lot 1 and Lot 2 as shown on Abler Light Industry Site Madison County, Nebraska.

Parcel 5: 590160354

Tract 1 in Abler Light Industry Site, Madison County, Nebraska; less highway right of way.

Parcel 6: 590164244

The North 215 feet of the South 1.93 acres, more or less, of the following described tract situated in Madison County, Nebraska, to-wit: A tract of land described as follows: Commencing at a point on the south line of the public highway, 33 feet South and 130.8 feet west of the Northeast corner of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, extending thence in a southeasterly direction along the west right of way line of the Chicago & Northwestern Railroad Company, a distance of 292.3 feet to the west line of the State Highway, thence south along the west line of said highway a distance of 1116.7 feet to the intersection of said State Highway with the county road extending in a northwesterly direction, thence northwesterly along the east line of said county road a distance of 1450.0 feet to the south line of the public highway above mentioned, and thence east along the south line of said highway a distance of 308.25 feet to the point of beginning, containing 5.93 acres, more or less, and being a part of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) and a part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Parcel 7: 590049070

Lot 1 of Herb's Addition to the NE 1/4 NE 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Parcel 8: 590164260

Lot 2 of Herb's Addition to the NE 1/4 NE 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Parcel 9: 590164279

A parcel of land in the NE 1/4 NE 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows: Commencing at a point 33 feet South and 130.8 feet West of the NE corner of said Section 16; thence proceeding southeasterly at a deflection angle of 105°57' left, 256.2 feet; thence proceeding Southerly at a deflection angle of 16°06' right, 739.1 feet to the point of beginning; thence continuing southerly, 116.3 feet; thence westerly at a deflection angle of 88°20' right, 71.1 feet to the easterly right of way of an abandoned county road; thence northwesterly along said R.O.W, 122.8 feet; thence easterly, 103.8 feet to the point of beginning. LESS a portion deeded to the State of Nebraska, Department of Roads as recorded in Deed M99-1, page 315, in the Madison County Register of Deeds Office.

Parcel 10: 590164252

A tract of land in the NE 1/4 NE 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, described as follows: Commencing at a point on the West right-of-way line of U.S. Highway 81, 1,135.3 feet South and 58.8 feet West of the Northeast corner of said Section 16; thence West an internal angle of 88° 20' a distance of 139.3 feet, more or less, to the West line of the abandoned county road (formerly known as the Pierce Wagon Road); Thence in a Southeasterly direction on the West line of said abandoned road a distance of 128.1 feet; Thence East on an internal angle of 106° 21' a distance of 104.8 feet, more or less, to the West right-of-way line of the aforesaid U.S. Highway 81; thence North on the West right-of-way line of U.S. Highway 81, 127.7 feet to the place of beginning.

Parcel 11: 590301144

Lot 2, RBBA Addition in the NE 1/4 of Section 16, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska.

Parcel 12: 590167448

The North 520.0 feet of the North 2 acres of Block 2 of the North Fourth Industrial Tract, 1st Platting, Madison County, Nebraska; said North 2 acres being more particularly described as follows: Beginning at the North Corner of said Block 2, thence proceeding South along the easterly Right of Way of U.S. Highway No. 81, 778.2 feet; thence East on a deflection angle of 90° 00' left 224.3 feet to the East line of Block 2; thence Northwesterly at a deflection angle of 106° 03' left 809.9 feet to the point of beginning and containing 2.00 acres more or less.

See Exhibit "A".

Section 3. The size, location and terminal points of water mains in said District are as follows, to wit: an 8-inch DIP water main together with necessary appurtenances will

be extended from 13th Street and Eisenhower Avenue south approximately 2900' to 13th Street and Sheridan Drive.

Section 4. The special benefits conferred upon the properties contemplated herein include, but are not limited to the following:

- 1.Allow for economic growth.
- 2.Water quality.
- 3.Looped water system will make for redundancy and water quality.
- 4.Fire protection.

In addition, Section 26-10 of the Code of the City of Norfolk, Nebraska requires connection to a public water distribution main in the event of a domestic well failure.

Section 5. The water extensions in the Water Extension District set out above shall be, and the same hereby are, ordered constructed, and the plans and specifications will be prepared together with the Engineer's estimate of cost in the amount of \$700,000.00 for the construction of the above water extensions, which are on file with the City Clerk, are hereby approved and the Clerk is instructed to cause notice to bidders to be published as provided by law for receiving bids. It is hereby found and determined that none of the properties included within the foregoing District are served by the existing water system of the City and that the land included within the District is located in the City or within the extra territorial zoning jurisdiction of the City. The cost of such water extension shall be assessed against the property within said district specifically benefited thereby in proportion to benefits.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023.

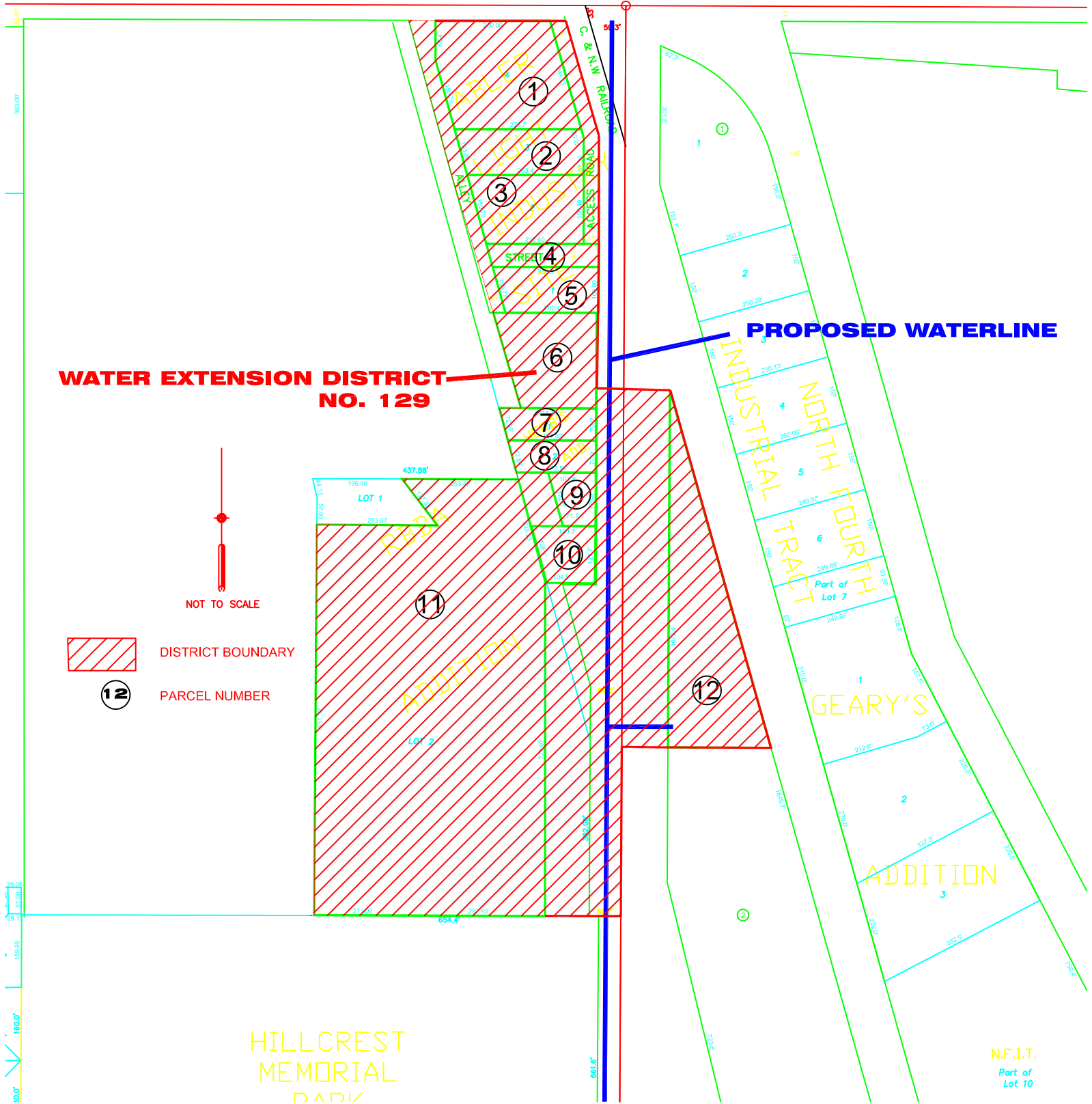
ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

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



WATER EXTENSION DISTRICT NO. 129

PROPOSED WATERLINE

NOT TO SCALE



DISTRICT BOUNDARY



PARCEL NUMBER

City of Norfolk, Nebraska
PROFESSIONAL SERVICES CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a municipal corporation, hereinafter referred to as “City” and

McLaury Engineering, Inc
502 West Madison Street
Norfolk, NE 68701
402-316-2625

hereinafter referred to as “Consultant”.

RECITALS

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

Norfolk, NE
Highway 81 Water Main Project

(“Consultant Services”) and;

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

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

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

1. **Contract Administrators.** Anna Allen, of the City-s Engineering Department, shall be the City-s representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Nick Hoffman, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.
3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than 6 months.
4. **Compensation.** Engineer shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of 3.2000 for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement. The aggregate, not to exceed fee, including reimbursable expenses for this contract is \$46,400. All approved payments will be made to the Consultant. Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

5. **Services; Confidentiality.** All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.
6. **City Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of the City for work covered by this Agreement without the written consent of the City.
7. **Termination of Agreement.**
 - a. This Agreement may be terminated by the City or the Consultant if the other party fails to adequately perform any material obligation required by this Agreement (“Default”). Termination rights under this paragraph may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b. The City may terminate this Agreement, in whole or part, for any reason for the City's own convenience upon at least ten days written notice to the Consultant.
 - c. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Consultant and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Consultant for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. If the Agreement is terminated by the City as provided in B or C above, Consultant shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under Article IV above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination. Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Article II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Article II for a period of one (1) year after such termination, without prior approval of the City.
8. **Additional Services.** The City may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the City and Consultant shall be effective when incorporated in written amendments to this Agreement.
9. **Fair Employment.** In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of *Neb. Rev. Stat. § 48-1122*, as amended.
10. **Fair Labor Standards.** The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
11. **Assignability.** The Consultant shall not assign any interest in this Agreement, except for the work of the Subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

12. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Ownership, Publication, Reproduction and Use of Material.** Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City. The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.
14. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the City may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.
15. **Insurance; Coverage.** The Consultant shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described herein and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City prior to execution of the Agreement. Deductible levels shall be provided in writing from the Consultant's insurer and will be no more than \$100,000.00 per occurrence.
- a. **Workers' Compensation; Employers' Liability.**
The Consultant shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$1,000,000.00 each accident or injury shall be included. The Consultant shall provide the City with an endorsement for waiver of subrogation. The Consultant shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- b. **Commercial General Liability.**
The Consultant shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Consultant shall provide an additional insured endorsement acceptable to the City. The description of operations must state "Blanket coverage for all projects and operations of Consultant" or similar language that meets the approval of the City, which approval shall not be unreasonably withheld.
- c. **Automobile Liability.** The Consultant shall provide proof of Automobile coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

d. Pollution Liability. (Required only if appropriate*)

Consultants shall provide proof of pollution liability insurance arising out of all operations of the Consultants and sub-consultants, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include but are not limited to; asbestos, lead, and mold so that these risks are covered if caused by Consultant/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

e. Errors and Omissions; Professional Liability. (Required only if appropriate*)

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

**Required whenever service Consultant is required to be certified, licensed or registered by a regulatory entity and/or where the Consultant's judgment in planning and design could result in economic loss to City/County/PBC.*

f. Additional Insured.

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

g. Certificates; Endorsements.

The Consultant shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Endorsements shall include, but not be limited to, additional insured, waiver of subrogation, and 30 days' notice of cancellation. Other endorsements shall be provided by the Consultant as may be required by the City. During the term of the Agreement and during the period of any required continuing coverages, the Consultant shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal of insurance coverages. The parties agree that the failure of City to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

h. Risk of Loss; Sub-consultant.

Except to the extent covered by the builder's risk insurance, the Consultant shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Sub-consultant's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Consultant shall be solely responsible for ensuring each sub-consultant shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other sub-consultants. Consultant shall protect its Work from damage by the elements or by other trades working in the area.

i. Umbrella or Excess Liability.

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

j. Minimum Scope of Insurance.

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

k. Indemnification.

To the fullest extent permitted by law the Consultant shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Consultant, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Consultant shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

l. Reservation of Rights.

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

m. Sovereign Immunity.

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

- 16. Notice.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Norfolk Nebraska
Risk Management
Attention: Lyle Lutt

McLaury Engineering, Inc.
President
Attn: Josh Larson

309 N. 5th Street
Norfolk, NE 68701

PO Box 1130
Elk Point, SD 57035

- 17. Independent Contractor.** The City is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the City and is not entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

- 18. Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.

19. **Integration.** This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.
20. **Amendment.** This Agreement may be amended or modified only in writing signed by both the City and Consultant.
21. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
22. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
23. **Audit and Review.** The Consultant shall be subject to audit pursuant to Chapter 13.168 of the Norfolk Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.
24. **Federal Immigration Verification.** If the Consultant is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Consultant shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
- a. **Attestation Form.** If the Consultant is an individual or sole proprietor, the Consultant agrees to complete the United States Citizenship Attestation Form as provided by the City and attach it to the Agreement.
- b. **Public Benefits Eligibility Status Check.** If the Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, the Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the City's request. For information on the SAVE program, go to www.uscis.gov/SAVE.
25. **Representations.** Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
26. **Professional Licensing.** Consultant shall be a legal business entity registered with the Nebraska Secretary of State and, if required, the State of Nebraska Board of Engineers and Architects.

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement as of the Execution Date set forth above.


CITY OF NORFOLK, NEBRASKA

By: _____
Josh Moenning, Mayor of Norfolk

ATTEST:

Brianna Duerst,
City Clerk

CONSULTANT

By: 

Nick Hoffman, McLaury Engineering
Title: Project Manager

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR INDIVIDUAL CONSULTANT
(to be used pursuant to Section XXVII.B)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States

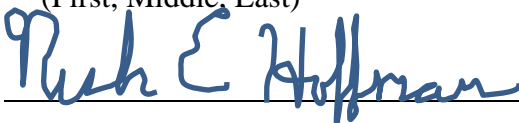
OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §§ 4-108.

PRINT NAME: Nicholas Edward hoffman
(First, Middle, Last)

SIGNATURE: 

DATE: 11/17/2023

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR PUBLIC BENEFIT
(to be used pursuant to Section XXVII.C)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Nicholas Edward Hoffman
(First, Middle, Last)

SIGNATURE: 

DATE: 11/17/2023

November 20, 2023



Dennis Watts
City of Norfolk
309 N. 5th Street
Norfolk, NE 68701

**RE: REQUEST FOR PROPOSAL – SURVEYING AND CIVIL ENGINEERING DESIGN
HIGHWAY 81 WATERMAIN**

Dear Mr. Watts:

Thank you for contacting McLaury Engineering, Inc. regarding the surveying and civil design services for the proposed Highway 81 Watermain Project for the City of Norfolk. The project location is in the north central part of the City of Norfolk, bounded on the west by Eisenhower Ave on the north and Alaska Ave on the south. See Figure A. With a long history of surveying and civil site design, we feel McLaury Engineering, Inc is uniquely positioned to assist the City of Norfolk on this project. Building on past work and knowledge, we believe that we can assist your team in making this project a success.

We have prepared the following proposal to outline our understanding of the project, a scope of work, and proposed fees. We appreciate your consideration on this proposal and would be happy to assist you with the project.

If you have any questions, please feel free to contact me at 402-860-5816.

Sincerely,
McLaury Engineering, Inc.

A handwritten signature in blue ink that reads 'Nick E Hoffman'.

Nick Hoffman, PE
Senior Project Manager



12/18/2023
McLauryEngineering.com

SIoux FALLS
5032 S. Bur Oak Place
Suite 110
Sioux Falls, SD 57108
(605) 271-8998

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PARKSTON
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(605) 928-7676

NORFOLK
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Enclosure 25
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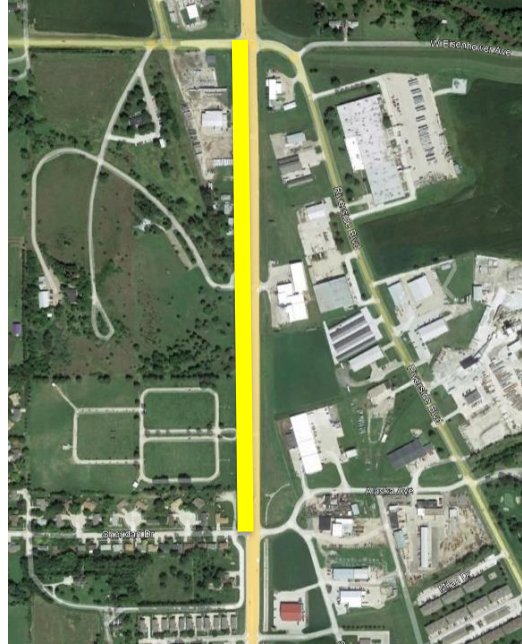
PROJECT UNDERSTANDING

The project includes the design of a watermain along Highway 81 from Eisenhower Ave to Alaska Ave.

Survey services will include a topographic survey of existing ground features, existing roadway ROW/property lines and utilities as located by others through the Nebraska 811 system.

Construction Plans and Specification Preparation, Cost Estimates, permitting through Nebraska Department of Environment and Energy, Department of Health and Human Services, Department of Transportation, and the City of Norfolk.

FIGURE A



SCOPE OF SERVICES

TASK I: HIGHWAY 81 ROW SURVEY & TOPOGRAPHIC DATA COLLECTION

- a. Highway 81 west ROW from Eisenhower Ave to Alaska Ave.
- b. Highway 81 east ROW from Eisenhower Ave to 200' south of Eisenhower Ave.
- c. Eisenhower ROW (north and south) from Highway 81 to 150' west
- d. Intersection of Alaska/Sheridan & Highway 81.
- e. Establish horizontal and vertical control points suitable for design and construction of the project.
- f. Complete One Call and survey marked locates with the boundary limits of the survey.
- g. Survey surface features.
- h. Meet with utility companies to review survey data to verify completeness of the locates.
- i. Establish property boundaries along construction project.
- j. Prepare a site drawing in CAD showing the information indicated above.
- k. Stake soil boring locations as needed. Provide ground elevations to geotechnical testing firm for use in boring logs.



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TASK 2: WATERMAIN DESIGN

- a. Design watermain, appurtenances, and connection to existing watermains.
- b. Design water and sanitary sewer replacement of existing.
- c. Participate in up to two (2) design meetings with Client.
- d. **50% Construction Plans & Cost Estimate**
 - i. Submit Plans and Cost Estimate to City of Norfolk for Review
 - ii. 50% Design Plans submittal to Client and City for review. Plans to include: roadway grading design, paving, water utilities, sanitary utilities, storm water systems, and erosion control.
 - iii. A preliminary cost estimate will be provided with this submittal.
 - iv. Coordination with NDOT.
 - v. No Specifications will be submitted with this submittal.
- e. **90% Construction Plans, Specifications, & Cost Estimate**
 - i. Implement City Comments
 - ii. Submit Plans to
 1. Nebraska Department of Energy and Environment for water and sanitary sewer review along with Notice of Intent for Storm Water Discharges.
 2. Nebraska Department of Health and Human Services.
 - iii. Participate in up to one (1) design meeting with Client.
 - iv. Coordination with NDOT and permitting.
 - v. 90% Design Plans & Specification submittal to Client and City for review. Plans to include: roadway grading design, paving, water utilities, sanitary utilities, storm water systems, and erosion control
 - vi. Updated cost estimate will be provided with this submittal.

TASK 3: FINAL CONSTRUCTION PLANS AND SPECIFICATIONS

- a. Revise grading and utilities design per comments from Client, City, and State Agencies
- b. Revise Plans and specifications
- c. Complete Final Construction Plans and Specifications

TASK 4: BIDDING ASSISTANCE

- a. Answer Contractor questions during bidding process.
- b. Attend Pre-Bid Meeting.
- c. Provide recommendations on award contract to low bidder and provide bid tab.

DELIVERABLES

Items delivered to the Owner with the project include:

- Preliminary Site Layouts
- 50% Design Plans as indicated in scope of services.
- 90% Design Plans as indicated in scope of services.
- Final Construction Plans and Specifications



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SCHEDULE

Below is a proposed schedule for project completion. This schedule is based on a reasonable turnaround for the notice to proceed and submittal reviews.

- Notice to Proceed: TBD
- Survey Completion: 3 weeks from Notice to Proceed
- 50% Design & Plans Submittal: Notice to Proceed + 1 month.
- 90% Construction Plans & Specifications Submittal: Return of 50% Plans with comments + 3 weeks.
- Final Construction Plans and Specification Submittal: Return of 90% Plans with comments + 2 weeks.

SERVICES NOT INCLUDED

The following items are not included in the scope of services, but can be completed if authorized under a supplemental agreement:

- Subsurface Utility Exploration
- Storm Sewer, Sanitary Sewer, and roadway grading
- Geotechnical Services
- Structural Building Design
- Construction Observation & Contract Administration
- Construction Staking
- Survey Platting

PROJECT TEAM

McLaury Engineering is proposing a project team with extensive experience in engineering design and project management. Nick Hoffman, PE, will serve as the Project Manager for McLaury Engineering. He will be assisted by Jordan Brandon, EI; Chris Groen, PLS; Trever Vermeulen; and Chace Clausen, to perform the topographic surveying, grading and drainage design and preparation of plans and specifications.

RESPONSIBILITY OF OWNER

The CLIENT will be responsible for the following:

- Asbuilts and city maps of all utilities in vicinity of the project.
- Timely review of all submittals from McLaury Engineering, Inc.



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TOTAL PROJECT COST

McLaury Engineering shall be paid the actual time of personnel performing such services on an hourly cost basis times a factor of **3,2000** for services rendered by their principles and employees engaged directly on the project, and all actual reimbursable expenses in accordance with Reimbursable Expenses Schedule attached to this agreement. The aggregate, not to exceed fee, including reimbursable expenses for this contract is **\$46,400**. All approved payments will be made to the Consultant. Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

ITEM	ESTIMATED TOTAL TASK FEE
Task 1: Highway 81 ROW Survey & Topographic Data Collection	\$10,200
Task 2 & 3: Highway 81 Watermain Design	\$31,000
50% Plan Submittal	
90% Plan Submittal	
Task 4: Bidding assistance	\$5,200
Total - Not-To-Exceed	\$46,400

- If additional work is required due to changes in project scope, schedule, or other unforeseen circumstances, that work would be completed on an hourly basis at our standard hourly rates.
- A fully executed EJCDC E520 – Short Form of Agreement Between Owner and Engineer for Professional Services shall be signed by both parties after acceptance of this proposal by the OWNER.
- Standard Hourly Rates:
 - a. Standard Hourly Rates are set forth below and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - b. The Standard Hourly Rates are subject to annual review and adjustment.
- Schedule of Hourly Rates for 2023:

Project Manager, Principal Engineer	230.00
Engineering Manager, PE	230.00
Sr. Project Engineer, PE	185-190.00
Surveying Manager, PLS	175.00
Design Engineer, PE or PLS	175.00
Sr. Administration	110.00
Field Surveyor	115-125.00
Engineering Technician	125.00
Jr. Project Engineer, EI	120.00
Support Staff Administration	100.00

GENERAL PROVISIONS

- Per City of Norfolk, Nebraska, PROFESSIONAL SERVICES CONSULTANT AGREEMENT.
- The proposal outlined in this letter is valid for thirty (30) days.



EFFECTIVE DATE OF CONTRACT

This contract shall be effective upon execution by the parties.

ACCEPTANCE

If you concur with the proposal outlined in this Letter of Agreement, please execute, and return to MCLAURY ENGINEERING, INC. Unless otherwise instructed by you in writing at the time you return the executed copy of this Letter Agreement, MCLAURY ENGINEERING, INC. will consider the executed Letter of Agreement as our notice to proceed.

AGREED TO THIS _____ DAY OF _____, 2023
SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
SIGNATURE: <u>Nick E Hoffman</u> Date: <u>11/20/2023</u>
PRINTED NAME: <u>Nick Hoffman</u>
TITLE: <u>Senior Project Manager</u>



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