Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, July 3, 2023 5:30 p.m.

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NOTICE OF MEETING CITY OF NORFOLK, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, July 3, 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

Brian Duerst

Publish (June 28, 2023) 1 P.O.P.



AGENDA

NORFOLK CITY COUNCIL MEETING

July 03, 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.

 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 June 20, 2023 City Council Motion meeting.
- 8. June sales tax report (April sales) Motion
- 9. Consideration of approval of the Mayor's appointment of Jordan Mason to the Norfolk Planning Commission to complete the term of Jacob Thone ending February 2026.
- 10. Consideration of Resolution No. 2023-30 declaring the City's official intent under Internal Revenue Code regulations to incur indebtedness which

includes reimbursement of expenditures for engineering fees for flood control recertification.

11. Consideration of approval of an easement agreement between Lori B. Langston and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 833 South 9th Street.

Resolution 2023-30

Motion

12. Consideration of approval of an easement agreement between Theresa M. Motion Lange and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 834 South 8th Street. Motion 13. Consideration of approval of an easement agreement between Rick C. Kubat and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 700 W Michigan Avenue. Motion 14. Consideration of approval of an easement agreement between David Stolp and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 902 South 8th Street. Motion 15. Consideration of approval of permanent and temporary easements between GB Promotions, Inc. and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 905 West Michigan Avenue. Motion 16. Consideration of approval of permanent and temporary easements between Debra S. Lingenfelter and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street. Motion 17. Consideration of approval for Mayor to execute a Certificate of Substantial Completion #001 to Perry Reid Construction, LLC for the Norfolk Transfer Station Site Improvements project. Motion 18. Consideration of approval of an agreement with McMill CPA PC, a Nebraska Professional Corporation, d/b/a McMill CPAs & Advisors, to hold a free educational Lemonade Camp at Riverpoint Square on Tuesday, August 1, 2023 from 7:30 a.m. to 3:30 p.m. Motion 19. Consideration of approval of an agreement with Faith Regional Health Services, a Nebraska Nonprofit Corporation, to hold a Day at the Lake event which may include, but is not limited to, holding a cornhole tournament, yoga, and paddleboat/canoe rentals, at Skyview Park and Lake on Saturday, August 5, 2023. 20. Consideration of approval to ratify an emergency payment in the amount of Motion \$68,012.46 to Merit Mechanical for installation of the replacement heater at AquaVenture Waterpark. 21. Consideration of approval of the Parks and Recreation Board Motion recommendations to include items regarding full agenda approval, officer elections, bylaw updates, and report approval. Motion 22. Consideration of approval of all bills on file. REGULAR AGENDA

23. Consideration of approval to advertise for request for proposals for a crack sealing project for the Street Division.

24. Consideration of approval to award a contract to Elkhorn Paving Construction Company, Inc. of Norfolk, Nebraska for the Johnson's Park Improvement Project Bid Package 2 (upper park improvements) project for an amount of \$447,430.25.

Motion

25. Consideration of approval of Change Order No. 4F with Perry Reid Construction, LLC for the City of Norfolk - Norfolk Transfer Station Site Improvements project resulting in a net increase of \$749.17.

Motion

26. Consideration of approval of Change Order No. 1F with Municipal Pipe Tool Co. for the Sanitary Sewer Rehabilitation Omaha Avenue project resulting in a net decrease of \$8,052.66.



right at home.

309 N 5th Street Norfolk, NE 68701 P402-844-2012 F402-844-2028 www.norfolkne.gov

STAFF MEMORANDUM NORFOLK CITY COUNCIL MEETING

July 03, 2023

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RECOMMENDED ACTIONS

5. Approval of consent agenda.

All items in the consent agenda are considered to be routine by the City

Council and will be enacted by one motion. There will be no separate

discussion of these items unless a Council member or a citizen so requests, in

which event the item will be removed from the consent agenda and

considered separately.

6. Approval of full agenda.

Motion

CONSENT AGENDA

7. Consideration of approval of the minutes of the June 20, 2023 City Council meeting.

Motion

See Enclosure 7.

8. June sales tax report (April sales)

Motion

June sales tax receipts (April sales) are \$948,479.55. The City's sales tax receipts are up \$40,782.98 or 4.49% from last June. Motor vehicle sales tax was up \$3,431.79, while consumers use tax was down \$640.45. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$406,968.16 or 4.93% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 8.

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9. Consideration of approval of the Mayor's appointment of Jordan Mason to the Norfolk Planning Commission to complete the term of Jacob Thone ending February 2026.

Motion

See Enclosure 9.

10. Consideration of Resolution No. 2023-30 declaring the City's official intent under Internal Revenue Code regulations to incur indebtedness which includes reimbursement of expenditures for engineering fees for flood control recertification.

Resolution 2023-30

The maximum principal amount of debt expected to be issued for Phase IIIa of the flood control recertification is \$410,000. IRS regulations require an intent resolution if the City expends funds more than 60 days in advance of debt issuance.

See Enclosure 10.

11. Consideration of approval of an easement agreement between Lori B. Langston and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 833 South 9th Street.

Motion

This temporary easement located along the south and west property line of 833 South 9th Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 11.

12. Consideration of approval of an easement agreement between Theresa M. Lange and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 834 South 8th Street.

Motion

This temporary easement located along the south and east property line of 834 South 8th Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 12.

13. Consideration of approval of an easement agreement between Rick C. Kubat and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 700 W Michigan Avenue.

This temporary easement located along the south and east property line of 700 W Michigan Avenue allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 13.

14. Consideration of approval of an easement agreement between David Stolp and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 902 South 8th Street.

Motion

This temporary easement located along the east property line of 902 South 8th Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 14.

15. Consideration of approval of permanent and temporary easements between GB Promotions, Inc. and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 905 West Michigan Avenue.

Motion

The permanent easement is for sidewalk construction, grading, and utility installation and the temporary easement allows for additional space to install sidewalks and driveway approaches along 905 West Michigan Avenue. Staff recommend acceptance of these easements.

See Enclosure 15.

16. Consideration of approval of permanent and temporary easements between Debra S. Lingenfelter and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street.

Motion

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

See Enclosure 16.

17. Consideration of approval for Mayor to execute a Certificate of Substantial Completion #001 to Perry Reid Construction, LLC for the Norfolk Transfer Station Site Improvements project.

The certificate states that the City of Norfolk will accept the work as substantially complete in accordance with the contract documents for the Scale House Building (exterior and interior), Truck Scales, and Completed Site Paving and Utilities (as indicated by the gray shaded areas on the attached Exhibit 1). Staff recommend approval.

See Enclosure 17.

18. Consideration of approval of an agreement with McMill CPA PC, a Nebraska Professional Corporation, d/b/a McMill CPAs & Advisors, to hold a free educational Lemonade Camp at Riverpoint Square on Tuesday, August 1, 2023 from 7:30 a.m. to 3:30 p.m.

Motion

See Enclosure 18.

19. Consideration of approval of an agreement with Faith Regional Health Services, a Nebraska Nonprofit Corporation, to hold a Day at the Lake event which may include, but is not limited to, holding a cornhole tournament, yoga, and paddleboat/canoe rentals, at Skyview Park and Lake on Saturday, August 5, 2023.

Motion

See Enclosure 19.

20. Consideration of approval to ratify an emergency payment in the amount of \$68,012.46 to Merit Mechanical for installation of the replacement heater at AquaVenture Waterpark.

Motion

This is a request to ratify our emergency expense to install replacement heaters at AquaVenture in the amount of \$68,012.46. The recreation pool heater firewall crumbled causing it to burn through wiring for the controls. It was determined that the heater was beyond repair and beyond its expected lifespan. The heater lifespan was expected to last 10 years and we have had the heater for its 12th season now. We are currently running the second heater for both pools. This is causing us to use a 12-year-old heater beyond what it was designed for. For this reason, we determined the need for an emergency heater purchase. We found a replacement heater system that will combine two, 2 million btu heaters with higher efficiency to replace the damaged 4 million btu heater. The heater replacement was purchased in June, and we are now installing those heaters. We will be using the CIP funds from the dump bucket replacement in the amount of \$70,000, and the remaining funds will come from ARPA funds using the Master Plan savings.

See Enclosure 20.

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21. Consideration of approval of the Parks and Recreation Board recommendations to include items regarding full agenda approval, officer elections, bylaw updates, and report approval.

Motion

The items approved for recommendation include the full agenda; elections of officers to include Jerrett Mills as President, Melissa Temple as Vice-President and Ann Dover as Secretary; approval of the bylaws as written with the exception of removing the word "Draft", adding a colon at the end of the first line in Article V, Section 1, and changing the wording in the last sentence of Article VI, Section 1, from "...the member will be urged by the board President and Director to submit a letter of resignation." to "the member will be asked to submit a letter of resignation to the Board."; and approval of the Parks and Recreation reports.

See Enclosure 21.

22. Consideration of approval of all bills on file.

Motion

REGULAR AGENDA

23. Consideration of approval to advertise for request for proposals for a crack sealing project for the Street Division.

Motion

The priority routes to seal are based on available budgets. The last time the City of Norfolk contracted a crack sealing project was in 2019. Staff recommend approval.

24. Consideration of approval to award a contract to Elkhorn Paving Construction Company, Inc. of Norfolk, Nebraska for the Johnson's Park Improvement Project Bid Package 2 (upper park improvements) project for an amount of \$447,430.25.

Motion

On June 20, 2023 two bids were received. Elkhorn Paving Construction Company, Inc. was low bidder at \$447,430.25, the second low bidder was A & R Construction Company of Plainview, Nebraska for \$523,247.36. Engineers estimate was \$458,239.35. Staff recommend approval of a contract with Elkhorn Paving Construction Company, Inc. for the Johnson's Park Improvement Project Bid Package 2 (upper park improvements) project in an amount of \$447,430.25.

See Enclosure 24.

25. Consideration of approval of Change Order No. 4F with Perry Reid Construction, LLC for the City of Norfolk - Norfolk Transfer Station Site Improvements project resulting in a net increase of \$749.17.

On May 17, 2021, the Mayor and City Council awarded a \$4,350,000.00 contract with Perry Reid Construction, LLC for the Norfolk Transfer Station Site Improvements project. Change Order No. 1 was approved on September 7, 2021, resulting in a revised contract amount of \$4,444,815.00. Change Order No. 2 was approved on March 21, 2022, resulting in a revised contract amount of \$4,468,697.70. Change Order No. 3 was approved on April 4, 2022, resulting in a revised contract amount of \$4,561.392.80. Change Order No. 4F adjusts the contract sum and substantial completion date of the contract for all authorized construction change directives resulting in a revised contract amount of \$4,562,141.97. Staff recommend approval.

See Enclosure 25.

26. Consideration of approval of Change Order No. 1F with Municipal Pipe Tool Co. for the Sanitary Sewer Rehabilitation Omaha Avenue project resulting in a net decrease of \$8,052.66.

On May 2, 2022, the Mayor and City Council awarded a \$768,436.75 contract with Municipal Pipe Tool Co. for the Sanitary Sewer Rehabilitation on Omaha Avenue project. Change Order No. 1F adjusts bid quantities to final quantities resulting in a final contract amount of \$760,384.09. Staff recommend approval.

See Enclosure 26.

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 20th day of June, 2023, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Corey Granquist, Frank Arens, Justin Webb, Andrew McCarthy, Thad Murren, Justin Snorton, and Kory Hildebrand. Absent: Shane Clausen.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Assistant City Engineer Anna Allen, Water and Sewer Director Chad Roberts, Wastewater Plant Supervisor Rob Huntley, Director of Administrative Services Lyle Lutt, Information Systems Manager Brad Andersen, Fire Chief Tim Wragge, Emergency Manager Bobbi Risor, Streets Manager Will Elwell, Street Shop Supervisor Matt Ernesti, Housing Director Gary Bretschneider, City Planner Val Grimes, and Police Officer Justin Lindsay.

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 Snorton to approve the consent agenda as printed. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, and Hildebrand. Nays: None. Absent: Clausen.

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

Consent Agenda Items Approved

Minutes of the June 5, 2023 City Council meeting

Keno comparison for May 2023

Memorandum of Understanding between the City of Norfolk, Nebraska, a Municipal Corporation, and Madison County, Nebraska, a Political Subdivision of the State of Nebraska, for the maintenance and activation of the outdoor warning siren currently located at 1112 Bonita Drive

Ratify an Interlocal Agreement between Antelope County, Nebraska; Madison County, Nebraska; Pierce County, Nebraska; and City of Norfolk, Nebraska to update the Region 11 Emergency Manager as a direct report to the Norfolk Fire Chief

Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, agreement allowing the installation of approximately 52 US flags on City's light poles along the US Highway 81 corridor from the date of signing the agreement to within ten days following Veterans Day (November 11, 2023)

Disc Gauntlet, LLC, a Nebraska Limited Liability Company, agreement to utilize the disc golf course in Ta-Ha-Zouka Park to hold an "Elkhorn Open" disc golf tournament on Saturday, August 12, 2023

The Zone Afterschool Program, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of a portion of Central Park to hold a Rock the Block event, including but not limited to carnival games, music provided by a DJ, raffles, and selling food on Saturday, August 5, 2023

Norfolk Lodge #46 IOOF agreement to hold a parade on July 4, 2023

Third Renewal Agreement with EHPV Lottery Services LLC and Endgame Lottery Services LLC, both doing business as Big Red Keno, for an additional five year period expiring on August 3, 2028

Special Designated Liquor License requested by Norfolk Panther Booster Club, a non-profit organization, to serve beer, wine and distilled spirits at the Norfolk Armory, 817 South 1st Street, from 4:00 p.m. to 11:59 p.m. for a fundraiser on August 18, 2023

Special Designated Liquor License requested by District Table and Tap, to serve beer and distilled spirits in the 200 block of West Norfolk Avenue, for a Mimosa Festival from 6:00 a.m. to 12:00 a.m. on Saturday, August 12, 2023

Special Designated Liquor License requested by Elkhorn Valley Historical Society, to serve beer at 515 Queen City Blvd, for an outdoor festival from 11:00 a.m. to 4:00 p.m. on August 26, 2023

Special Designated Liquor License requested by Off Road Ranch, LLC, to serve beer and distilled spirits at the Warhorse Event Center, 4300 West Norfolk Avenue, for a fundraiser from 5:00 p.m. to 12:00 a.m. on July 22, 2023

Special Designated Liquor License requested by Elkhorn Valley Historical Society, to serve beer, wine and distilled spirits at 515 Queen City Blvd, for an evening of comedy, from 6:00 p.m. to 9:30 p.m. on September 7, 2023

Mayor's appointment of Roberto Dorado Jr. to the Norfolk Housing Agency Board, effective July 1, 2023, for a 5-year term expiring June 2028

Mayor's reappointment of Tom Dover Jr. to the Library Advisory Board, for a 5-year term ending June 2028

Resolution No. 2023-28 declaring the City's official intent under Internal Revenue Code regulations to incur indebtedness which includes reimbursement of expenditures for paving of Walters East Knolls 14th Addition

Paving terrace along the west side of Sixth Street between Madison Avenue and Phillip Avenue for the Orphan Grain Train building

Permanent and temporary easements between Gerard A. Weiland and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 901 South 9th Street

Permanent and temporary easements between Sid and Terri Sudbeck and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 900 South 8th Street

JK Naranjo Rentals, LLC Easement agreement for the Michigan Avenue and 9th Street Reconstruction project for property located along 832 S. 9th Street

Commercial Building Leasing, L.L.C. easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 700 West Omaha Avenue

Daniel and Diahn Pekny easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 833 South 8th Street

Mark Karmann easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 902 West Michigan Avenue

Amended and restated Electric Vehicle Site Host Agreement between Nebraska Public Power District (NPPD) and the City of Norfolk to install and maintain electric vehicle supply equipment (EVSE) on City property

GIS Data Sharing Agreement between Nebraska Public Power District (NPPD) and the City of Norfolk to share GIS-related data on an as-requested basis

Mayor to execute a Certificate of Substantial Completion to J.H. Hespe Co., Inc. for the Johnson Park North Fork River Restoration Project Restroom & Parking Lot project

City of Battle Creek, Nebraska, a Municipal Corporation, agreement to have the Norfolk Street Division provide street sweeping services on a contract basis for a maximum of 10 hours a month for a 5-year term at a rate of \$150.00 per hour, with an increase of 3% annually Addendum to Real Estate Purchase Agreement with Option & Right of First Refusal related to the sale of the City's parking lot located at 122, 124 and 126 North 4th Street (Kensington parking lot)

Addendum to Real Estate Purchase Agreement with Option & Right of First Refusal related to the sale of the City's parking lot located at 122, 124 and 126 North 4th Street (Kensington parking lot)

Bills in the amount of \$1,830,162.76

Special Presentations

Overview of the State of Nebraska requirements for the Affordable Housing Action Plan

City Planner Val Grimes reviewed the basic requirements and regulations per state statute pertaining to the affordable housing action plan that must be adopted by the city no later than January 1, 2024. If not adopted by January 1, 2024, there are items in state statute that require the city to revise code to permit affordable, duplexes, and middle housing. The action plan must include the following:

- 1) Goals for the construction of new affordable housing units, including multifamily housing and middle housing, with specific types and numbers of units, geographic locations, and specific actions to encourage the development of affordable housing, middle housing, and workforce housing;
- 2) Goals for a percentage of areas in the city zoned for residential use which permit the construction of multifamily housing and middle housing;
- 3) Plans for the use of federal, state and local incentives to encourage affordable housing, middle housing, and workforce housing;
- 4) Updates to the city's zoning codes, ordinances, and regulations to incentivize affordable housing.

Public input session to discuss the potential upgrades and expansion of the sanitary sewer system east of the flood control

Water and Sewer Director Chad Roberts gave an overview of the history of the 275 Lift Station. In 2015, Kirkham Michael produced an engineering report titled "275 BUSINESS WASTEWATER LIFT STATION STUDY". The purpose of the study was to review the

capacity of the City of Norfolk's East Subbasin, including the 275 Lift Station, and define improvements that will alleviate current deficiencies and provide capacity to handle greater peak wastewater flows created by projected community growth. The study provided three phases of improvements:

Phase 1 – Upgrade pumps at the 275 Lift station to 1200 GPM – completed in 2016.

Phase 2 – Increase pumps at the 275 Liftstation to 1650 GPM, install dedicated force main, increase wastewater storage.

Phase 3 – Build new Liftstation, East Omaha Ave – currently scheduled for 2027 construction, looking to advance the project to begin construction in the 2024 budget.

Roberts spoke of the advantages of the project which include a dedicated force main, increased capacity on the west side of the flood control for future development, dedicated on-site generator. Current cost for the interceptor is estimated at \$2.8 million and for the station itself, cost is estimated at \$2.3 million. If the project moves forward in 2024, would be looking at a 3-year, 8% rate increase, in each year, in sewer rates. This would cover the costs of the lift station and any other improvements at the water treatment plant. Roberts discussed the history of Norfolk's sewer rates. Since 1994, sewer rates have increased on average about 4.1% annually. Roberts also discussed how Norfolk's rates compare to sister cities Kearney, Fremont, Columbus, Hastings and South Sioux City.

The plans for the project were completed in 2017, so is ready to go. If moving forward with the project is approved during the budget process, would look to get the project out for bids in November 2023 and begin construction as soon as possible. Roberts expects the project to take about two years to complete.

Jim McKenzie, 1412 Longhorn Dr, asked what is driving the project to be completed now. The city was anticipating industrial growth when originally designing the project, which did not occur. McKenzie noted the project is a significant cost to the rate payers in the community and he does not see what demand is driving it and questioned if this project is an appropriate solution to concerns in the area.

Public Works Director Steven Rames said the lift station project is a solid need for community growth. The project has been continually pushed out. Rames explained that everything east of the levee runs into an existing lift station and then goes through a force main under the levee. When the Omaha Avenue Lift Station is constructed and we terminate the 275 Lift Station, it frees up the capacity that is being pushed over to the west side, which will benefit continued growth in the northwest portion of the community. Rames noted that the project is a needed improvement for our system that was originally estimated at \$5.3 million in 2017. Today, the project is estimated at \$9.1 million, and that cost will continue to grow. Rames also explained that the system was designed for a certain amount of flow. We would need to do some modifications to the facility to make it serve current needs for the next few years, and as we continue to see industrial growth on the east side, it's much easier to make to make the community build ready with this in place. It also frees up capacity on the west side of the community as well. As the community continues to grow, the Omaha Lift Station will be a critical piece of infrastructure.

Public Hearings and Related Items

Public Hearing (Citizen Advisory Review Committee)

A public hearing was held to receive a report on findings and suggestions from the economic development Citizen Advisory Review Committee as required by State Statutes Section 18-2715. Finance Officer Randy Gates provided information to the Mayor and City Council. 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 meet at least once in every six-month period and to report to the City Council on its findings and suggestions at a public hearing called for that purpose. The committee reviewed and discussed the following: 1) Current funding. 2) NeighborWorks project. 3) Women's Empowering Life Line project. 4) Economic development update. 5) CARC findings and suggestions for public hearing.

This item was for informational purposes only.

Public Hearing

(Debra Brauer waiver of required connection to community sewage system) (1201 North 25th Street)

A public hearing was held to consider a waiver of required connection to the community sewage system for property located at 1201 N 25th Street, requested by Debra Brauer.

Debra Brauer, 1201 N 25th Street, spoke to the request and said she is requesting the waiver because the community sewer is over 600 feet from the dwelling.

Public Works Director Steven Rames said due to the distance to connect to the city sewer, a replacement septic system is an acceptable solution.

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

<u>Debra Brauer waiver of required connection to community sewage system</u> (1201 North 25th Street)

Councilmember Granquist moved, seconded by Councilmember Arens, for approval of a request from Debra Brauer for a waiver of required connection to the community sewage system for property located at 1201 N 25th Street.

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

Public Hearing

(extraterritorial zoning jurisdiction map amendment)

A public hearing was held to consider an amendment to the extraterritorial zoning jurisdiction map of the City of Norfolk, Nebraska, as authorized by Section 16-902 R.R.S 2012. City Planner Valerie Grimes provided information to the Mayor and City Council. The expansion of the city's extraterritorial zoning jurisdiction (ETJ) is due to the large annexation completed in 2021. Accurate mapping of some portions of the area included did not exist at that time, which is why the ETJ expansion was delayed. The ETJ will expand from 58 square miles to 74 square miles and expands into both Madison and Stanton counties.

On June 6, 2023, the Norfolk Planning Commission held a public hearing regarding the extraterritorial zoning jurisdiction map amendment. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5837

(extraterritorial zoning jurisdiction map amendment)

Councilmember Arens introduced, seconded by Councilmember Snorton, Ordinance No. 5837 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND THE EXTRATERRITORIAL ZONING JURISDICTION MAP OF THE CITY OF NORFOLK, NEBRASKA, AS AUTHORIZED BY N.R.S. SECTION 16-902 (R.R.S. 2012) AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, and Hildebrand. Nays: None. Absent: Clausen. Ordinance No. 5837 passed on first reading.

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

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

Thereafter Councilmember Arens moved, seconded by Councilmember Hildebrand, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5837 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, and Hildebrand. Nays: None. Absent: Clausen. The passage and adoption of said ordinance having been concurred in

by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5837 as required by law.

Public Hearing (Cornhusker Auto Center Redevelopment Plan)

A public hearing was held to the Redevelopment Plan for the Cornhusker Auto Center Redevelopment Project. Finance Officer Randy Gates provided information to the Mayor and City Council.

On February 17, Cornhusker Auto Center, Inc. submitted a TIF application for the former Office Max building. On March 20, the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project. On May 1, the Community Development Agency accepted the Redevelopment Plan and forwarded it to the Planning Commission for review and recommendation. The Planning Commission held a public hearing on this redevelopment plan at their May 16 meeting, and recommended approval of the plan on a 6-0 vote. On June 5, the Agency voted unanimously to recommend approval of the Redevelopment Plan to City Council.

Al Rajaee, 1706 Eldorado Rd, developer, said he is looking to expand the building, specifically the service area to allow for additional service bays, which will allow for an increase of 20-30 employees. Rajaee said this will be a long term, legacy development for the city.

Jim McKenzie, 1412 Longhorn Drive, expressed concern over giving tax dollars away, and continually asking taxpayers to make up for TIF, and encouraged elected officials to put some controls/policies in place for TIF projects.

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

Resolution No. 2023-29 (Cornhusker Auto Redevelopment Plan)

Councilmember Arens moved, seconded by Councilmember Granquist, for adoption of Resolution No. 2023-29 approving the Redevelopment Plan for the Cornhusker Auto Redevelopment project.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, and Hildebrand. Nays: None. Absent: Clausen. Resolution No. 2023-29 was adopted.

Regular Agenda Items

OneNeck IT Solutions negotiated price (Network Switches Refresh Project)

Councilmember Granquist moved, seconded by Councilmember McCarthy, for approval of the negotiated price with OneNeck IT Solutions for \$163,109.35 for the Network Switches Refresh Project.

On March 23, 2023, two bids were received for the Network Switches Project. The first bid from OneNeck IT Solutions was for \$183,286.37 and the second bid from Applied Connective Tech X was for \$212,582.86. The current budgeted amount for this project is \$175,000 so staff negotiated prices with the low bidder, OneNeck IT Solutions, and came to a final price of \$163,109.35.

Information Systems Manager Brad Andersen provided information to elected officials. This project will replace all IT networking hardware with new equipment throughout City buildings. The current devices in use were purchased used and are end of life, no longer supported. The end of sale on the current model the City is using currently was in 2014 and there have been multiple failures. As part of this project, there will be additional redundancy and enhancements built into the City network.

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

Resolution No. 2023-27
(Norfolk Rentals, LLC, Preliminary Planned Development)
(northwest corner of E. Norfolk Avenue and N. Victory Road)

Councilmember Granquist moved, seconded by Councilmember Arens, to remove Resolution No. 2023-27 from the table. Resolution No. 2023-27 was tabled at the June 5, 2023 City Council meeting.

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

Councilmember Granquist moved, seconded by Councilmember McCarthy, for adoption of Resolution No. 2023-27 approving the Preliminary Planned Development on property generally located at the northwest corner of E. Norfolk Avenue and N. Victory Road at the request of Norfolk Rentals, LLC.

City Planner Val Grimes reviewed the Preliminary Planned Development (PD) request, which is for 3, 8-plex, 1-bedroom apartment buildings. The PD is requesting the allowance of multiple buildings on 1 lot, a 5' setback relief for the SE corner of one of the structures, and 625 SF dwelling unit instead of the min. 650 SF per code.

Chad Carter, 813 Forest Drive, applicant, said this location was chosen due to the size of the lot, the fact that the property has been for sale for quite some time, residential growth on the east side of town, and the demand for housing in this price range and simple style.

Britney Compton, 929 E Norfolk Avenue, expressed concerns with the overall fit of the development in the area, public safety, buffering, water runoff and increased traffic.

Councilmember Arens said he likes the project but does not support the location and feels the comprehensive plan designation of commercial fits the property better.

Roll call: Ayes: None. Nays: Granquist, Arens, Webb, McCarthy, Murren, Snorton, and Hildebrand. Absent: Clausen. Resolution No. 2023-27 failed.

J.H. Hespe Co., Inc. Change Order No. 3F
(Johnson Park North Fork River Restoration – Restroom and parking Lot project)

Councilmember Arens moved, seconded by Councilmember Snorton, for approval of Change Order No. 3F with J.H. Hespe Co., Inc. for the Johnson Park North Fork River Restoration - Restroom and Parking Lot project resulting in a net decrease of \$19,721.52.

Public Works Director Steven Rames provided information to elected officials. Change Order No. 3F allows for extra excavation and truncated dome pads and deletes changes to the trail, irrigation, and sod for a net decrease of \$19,721.52.

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

Embris Group, LLC agreement (Stormwater Training)

Councilmember Granquist moved, seconded by Councilmember McCarthy, for approval of a professional services consultant agreement with Embris Group, LLC for Stormwater Training for an amount not to exceed \$18,040.00.

Public Works Director Steven Rames provided information to elected officials. This agreement includes staff training on all things stormwater, including the EPA Clean Water Act, MS4 program, and Post-Construction Stormwater Management Plan (PCSMP). This project includes presentation of stormwater requirements, review of proposed stormwater ordinance, and review of all existing stormwater related manuals to ensure the City of Norfolk meets all Federal and State laws and regulations.

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

Public Comment Period

Steve Sehi, 911 Heather Ln, expressed concern with the signage at the TaHa Zouka softball fields and requirements for seatbelts in golf car vehicles.

Mark Nelson, 1503 Charolais Dr, spoke of concerns on tax increment financing and the tax impact on citizens and said there needs to be some limit on how much is done.

Tim Ernst, 2906 Dover Dr, spoke to the difficulty of licensing golf car vehicles in the city and said the regulations put into place make it impossible to license golf car vehicles.

Lonnie Sandal, 812 S 7th St, spoke of concerns on the condition of 7th Street between Michigan and Pasewalk Avenues.

Jim McKenzie, 1412 Longhorn Dr, questioned the status of the Police Department expansion upgrades, as it seems the topic has gone silent. McKenzie also expressed concern with the budget review process and limited opportunity for citizen participation.

Brad Brooks, 2204 Highland Dr, expressed frustration at the lack of progress on the Police Department expansion.

There being no further business, the Mayor declared the meeting adjourned at 8:04 p.m.

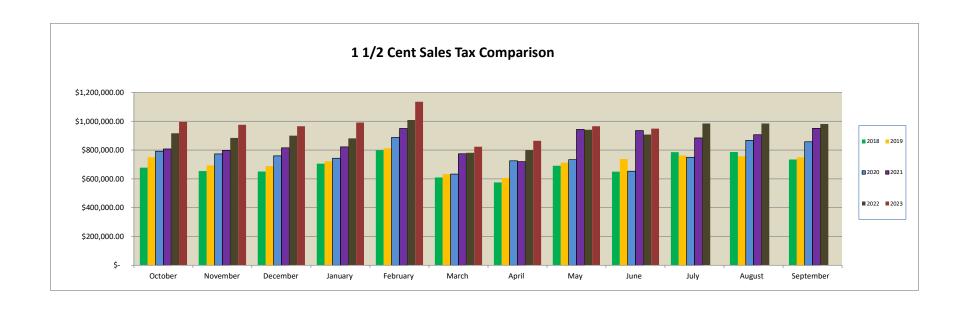
| | Josh Moenning | |
|----------------|---------------|--|
| | Mayor | |
| ATTEST: | · | |
| | | |
| | | |
| Brianna Duerst | | |
| City Clerk | | |
| • | | |
| (SEAL) | | |

I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Tuesday, June 20, 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)

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

| PAYMENT | | | | | | | | 2023 | | | | | | |
|-----------|----------------|----------------|----------------|------|---------------|---------------------|--------------------|---------------------|----------|------------|---------|----|-------------|--------|
| DATE | <u>2018</u> | <u>2019</u> | <u>2020</u> | | <u>2021</u> | 2022 | 2023 | BUDGET | <u>C</u> | HANGE 2022 | TO 2023 | В | UDGET VARIA | ANCE |
| October | \$ 678,401.87 | \$ 749,907.08 | \$ 791,667.22 | \$ | 807,699.88 | \$ 916,869.52 | \$ 995,864.82 | \$ 939,668.43 | \$ | 78,995.30 | 8.62% | \$ | 56,196.39 | 5.98% |
| November | \$ 654,681.26 | \$ 693,592.86 | \$ 773,622.59 | \$ | 798,022.46 | \$ 884,430.97 | \$ 974,723.28 | \$ 907,229.88 | \$ | 90,292.31 | 10.21% | \$ | 67,493.40 | 7.44% |
| December | \$ 651,260.81 | \$ 688,673.25 | \$ 760,004.07 | \$ | 815,440.55 | \$ 899,492.96 | \$ 965,286.05 | \$ 922,291.87 | \$ | 65,793.09 | 7.31% | \$ | 42,994.18 | 4.66% |
| January | \$ 705,769.95 | \$ 722,650.88 | \$ 743,508.54 | \$ | 821,520.19 | \$ 881,000.94 | \$ 991,455.26 | \$ 903,799.85 | \$ | 110,454.32 | 12.54% | \$ | 87,655.41 | 9.70% |
| February | \$ 799,180.83 | \$ 812,345.69 | \$ 887,425.53 | \$ | 950,153.16 | \$ 1,009,091.07 | \$ 1,135,957.92 | \$ 1,031,889.98 | \$ | 126,866.85 | 12.57% | \$ | 104,067.94 | 10.09% |
| March | \$ 610,326.58 | \$ 632,492.20 | \$ 633,342.26 | \$ | 774,090.95 | \$ 781,268.81 | \$ 823,190.27 | \$ 804,067.72 | \$ | 41,921.46 | 5.37% | \$ | 19,122.55 | 2.38% |
| April | \$ 575,250.20 | \$ 606,371.26 | \$ 725,373.93 | \$ | 719,690.10 | \$ 800,199.17 | \$ 864,336.75 | \$ 822,998.08 | \$ | 64,137.58 | 8.02% | \$ | 41,338.67 | 5.02% |
| May | \$ 690,707.66 | \$ 712,360.98 | \$ 733,041.40 | \$ | 943,475.10 | \$ 941,437.19 | \$ 965,402.83 | \$ 966,326.78 | \$ | 23,965.64 | 2.55% | \$ | (923.95) | -0.10% |
| June | \$ 649,735.86 | \$ 738,010.16 | \$ 653,114.23 | \$ | 935,611.73 | \$ 907,696.57 | \$ 948,479.55 | \$ 959,455.98 | \$ | 40,782.98 | 4.49% | \$ | (10,976.43) | -1.14% |
| July | \$ 785,104.37 | \$ 761,157.69 | \$ 750,322.72 | \$ | 883,844.67 | \$ 985,039.55 | \$ - | \$ 907,688.92 | \$ | - | 0.00% | \$ | - | 0.00% |
| August | \$ 786,723.11 | \$ 756,686.77 | \$ 866,997.21 | \$ | 907,083.35 | \$ 984,190.94 | \$ - | \$ 930,927.60 | \$ | - | 0.00% | \$ | - | 0.00% |
| September | \$ 734,838.03 | \$ 748,664.90 | \$ 857,175.30 | \$ | 951,421.42 | \$ 981,225.96 | \$ = | \$ 975,265.67 | \$ | = | 0.00% | \$ | = | 0.00% |
| | | | | | | | | | | | | | | |
| TOTALS | \$8,321,980.52 | \$8,622,913.72 | \$9,175,595.00 | \$ - | 10,308,053.56 | \$ 10,971,943.65 | \$ 8,664,696.73 | \$ 11,071,610.76 | \$ | 643,209.53 | 8.02% | \$ | 406,968.16 | 4.93% |



CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

NOTE: As an applicant for a City Board, Commission or Committee, your name, address, and phone number will be available to the press and the public. You will be contacted before any action is taken on your appointment. Incumbents whose term expires are automatically considered for reappointment unless they indicate non-interest.

| (Please type or print clearly) | DATE: <u>06/28/23</u> |
|--|---|
| NAME: JORDAN MASON | TELEPHONE: <u>%2 - 953-9394</u> (H) |
| ADDRESS: 1904 MULBERRY DRIVE, N | Nortola NE(O) |
| E-MAIL ADDRESS: jmason 0/3 @ yal | noo.com |
| OCCUPATION: PRODUCTION PLANNER - (If retired, please ind | icate former occupation or profession.) |
| EDUCATION: HIGH SCHOOL DIPLOMA, | SOME COLLEGE, LAW ENFORCE MENT TRAINING ALADEMY |
| PROFESSION AND/OR COMMUNITY ACTI | VITIES: - FIVE PEARS ACTIVE OUT |
| MARINE CORPS (2010-2015), F. | INE YEARS NORPOLK POLICE DEFICER |
| (2018-2023) | |
| Please return this form to: | I am interested in serving on the: (Please Check) |
| Office of the Mayor | (Trease Officer) |
| 309 N 5 th Street | () Arts Council |
| Norfolk, NE 68701 | () Board of Zoning Adjustment |
| Tierroni, Tierroni | () Building Code of Appeals/Property |
| | Maintenance Board of Appeals |
| | () Civil Service Commission |
| | () Community Beautification Task Force |
| | () Fire Code Appeals Board |
| | () Housing Authority Board |
| | () Land Bank Board |
| | () Library Advisory Board |
| | () Parks & Recreation Board |
| | () Planning Commission |
| | () Plumbing Board |
| | () Property Tax Compliance and Review |
| | & 5% LID Committee |
| | () Riverfront Overlay Review Board |
| | () Trail Advisory Board |
| 1 | () Tree Advisory Board |
| /// /M | |
| July 1 from | () Vehicle Parking Dist. Advisory Board |

(Signature of Applicant)

RESOLUTION NO. 2023-30

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

Section 1. The Mayor and Council of the City hereby find and determine that it is necessary and appropriate to declare their official intent to issue tax-exempt debt on behalf of the City and in addition, the City's reasonable expectations to reimburse certain expenditures with the proceeds of such debt as proposed to be issued by the City in connection with the proposed project as described below.

Section 2. This resolution shall stand as a statement of the City's official intent under Regulation Section 1.150-2 of the regulations of the United States Treasury and for such purpose the following information is hereby given:

1. A general functional description of the project for which expenditures may be made and reimbursement from bond proceeds provided includes the following:

Engineering fees for design of improvements to the flood control levee to recertify the levee system.

2. The maximum principal amount of debt expected to be issued for such project is \$410,000.

| PASSED AND APPROVED this _ | day of | , 2023. |
|--|----------------------|---------|
| ATTEST: | | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor | |
| (SEAL) | | |
| Approved as to form: Danielle Myers-Noelle, | , City Attorney | |

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

| F | OR OFFICE USE ONLY |
|-----------------|---|
| Date: | |
| Project Name: | City of Norfolk – Michigan Avenue and 8th Street Reconstruction |
| City Project #: | 130006 |
| Tract #: | J |
| Parcel Address: | 833 S 9th Street, Norfolk, NE 68701 |

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The Southwest Quarter of Lot 12, Durland's Suburban Lots to Norfolk, Madison County, Nebraska.

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

THAT PART OF THE SW 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SW 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 130.33 FEET;
THENCE N01°44'44"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 24.86 FEET;
THENCE N87°54'16"E, A DISTANCE OF 19.86 FEET;
THENCE N87°54'16"E, A DISTANCE OF 125.33 FEET;
THENCE S01°44'44"E ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 751 SQUARE FEET MORE OR LESS

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

It is further agreed as follows:

1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.

Page 1 of 5

Temporary Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract #J

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

[Remainder of Page Intentionally Left Blank]

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this day of | | | | | |
|---|--|--|--|--|--|
| | | | | | |
| INDIVIDUAL | | | | | |
| Sic. Bonota | | | | | |
| Lori B. Langston | | | | | |
| | | | | | |
| STATE OF NEBRASKA) SS | | | | | |
| COUNTY OF MADISON) | | | | | |
| On this 15 day of | | | | | |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed | | | | | |
| to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. | | | | | |
| WITNESS my hand and Notarial Seal the day and year last above written. | | | | | |
| about Sistab | | | | | |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK My Comm. Bup. May 16, 2027 | | | | | |

ACCEPTANCE

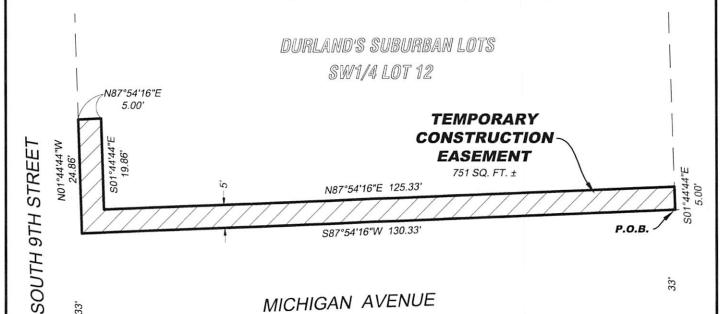
| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|---|---|
| ATTEST: | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| Approved as to form: Danielle L. | Myers-Noelle, City Attorney |
| Notary Public, in and for said County and S Brianna Duerst, City Clerk of the City of No | , 20, before me, the undersigned, a tate, personally came Josh Moenning, Mayor and orfolk, to me known to be the identical person or going instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary Public – printed name |
| My commission expires the _ | day of, 20 |
| Temporary Easement Project Name: Michigan Avenue and 8th Street Reconstruct Tract #J | Page 4 of 5 |

MICHIGAN AVE & 8TH ST PROJ. NO. 130006

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN THE SOUTHWEST QUARTER OF LOT 12. DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



MICHIGAN AVENUE

LEGEND

33,

P.O.C.

POINT OF COMMENCEMENT

P.O.B.

POINT OF BEGINNING

PROPOSED EASEMENT EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PART OF THE SW 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SW 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

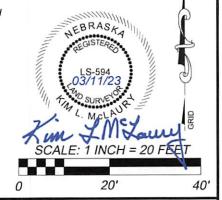
THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 130.33 FEET; THENCE N01°44'44"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 24.86 FEET;

THENCE N87°54'16"E, A DISTANCE OF 5.00 FEET;

THENCE NOT 34 16 E, A DISTANCE OF 19.86 FEET; THENCE N87°54'16"E, A DISTANCE OF 125.33 FEET;

THENCE S01°44'44"E ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET TO THE

POINT OF BEGINNING. CONTAINING 751 SQUARE FEET MORE OR LESS





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

| PAGE: | 1 OF 1 |
|--------------|--------------|
| SCALE: | 1" = 20' |
| PROJECT NO.: | 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CREW: | JPG 09/06/19 |
| | |

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

| FOR OFFICE USE ONLY | | | | |
|---------------------|--|--|--|--|
| Date: | | | | |
| Project Name: | City of Norfolk – Michigan Avenue and 8 th Street Reconstruction | | | |
| City Project #: | 130006 | | | |
| Tract #: | K | | | |
| Parcel Address: | 834 S. 8th Street, Norfolk, NE 68701 | | | |

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The Southeast Quarter of Lot 12, Durland's Suburban Lots to Norfolk, Madison County, Nebraska.

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

THAT PART OF THE SE 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S87°54'16"W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID LOT 12, A DISTANCE OF 130.33 FEET; THENCE N01°44'44"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET; THENCE N87°54'16"E, A DISTANCE OF 125.33 FEET; THENCE N01°46'33"W, A DISTANCE OF 7.09 FEET; THENCE N01°46'33"W, A DISTANCE OF 5.00 FEET; THENCE S01°46'33"E ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 12.09 FEET TO THE POINT OF BEGINNING.
CONTAINING 687 SQUARE FEET MORE OR LESS

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

It is further agreed as follows:

1) That this temporary easement runs with the land and terminates thirty (30) days after the improvement is completed, with the total duration of actual use of this temporary construction easement not to exceed One (1) year(s) or 365 calendar days from the date construction begins.

Page 1 of 5

Temporary Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract #K

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

[Remainder of Page Intentionally Left Blank]

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this 13 day of |
|--|
| INDIVIDUAL |
| Theresa M. Lange |
| STATE OF NEBRASKA) SS |
| COUNTY OF MADISON |
| On this 13th day of 5 we , 20 23, before me, a Notary Public, in and for said County, personally came the above named: Theresa M. Lange, a single person |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed |
| to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. |
| WITNESS my hand and Notarial Seal the day and year last above written. |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK NOTARY PUBLIC |

ACCEPTANCE

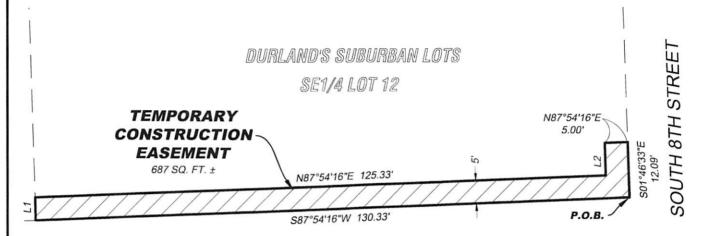
| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|---|--|
| ATTEST: | |
| | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| | |
| Approved as to form: Danielle L. | Myers-Noelle, City Attorney |
| | |
| | |
| STATE OF NEBRASKA) | |
| COUNTY OF MADISON) | |
| Notary Public, in and for said County and S Brianna Duerst, City Clerk of the City of No. | , 20, before me, the undersigned, a tate, personally came Josh Moenning, Mayor and orfolk, to me known to be the identical person or egoing instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary Public – printed name |
| My commission expires the _ | day of, 20 |
| | Page 4 of 5 |
| Temporary Easement Project Name: Michigan Avenue and 8th Street Reconstru Tract #K | ction Project |

Enclosure 12 Page 34 of 289 MICHIGAN AVE & 8TH ST PROJ. NO. 130006

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN THE SOUTHEAST QUARTER OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



33,

MICHIGAN AVENUE

LINE TABLE

33,

| Name | Length | Direction |
|------|--------|-------------|
| L1 | 5.00' | N01°44'44"W |
| L2 | 7.09' | N01°46'33"W |

LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

PROPOSED EASEMENT EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF LOT 12, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE S87°54'16"W ALONG THE SOUTH LINE OF THE SE 1/4 OF SAID LOT 12, A DISTANCE OF 130.33 FEET;

THENCE N01°44'44"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET;

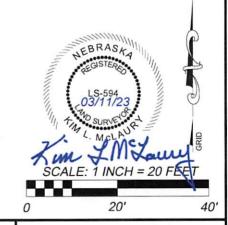
THENCE N87°54'16"E, A DISTANCE OF 125.33 FEET;

THENCE N01°46'33"W, A DISTANCE OF 7.09 FEET; THENCE N87°54'16"E, A DISTANCE OF 5.00 FEET;

THENCE S01°46'33"E ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 12.09 FEET TO THE

POINT OF BEGINNING.

CONTAINING 687 SQUARE FEET MORE OR LESS





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

| PAGE: | 1 OF 1 |
|--------------|--------------|
| SCALE: | 1" = 20' |
| PROJECT NO.: | 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CREW: | JPG 09/06/19 |

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

| | OR OFFICE USE ONLY |
|-----------------|------------------------------------|
| Date: | |
| Project Name: | City of Norfolk - Michigan Avenue |
| | and 8th Street Reconstruction |
| City Project #: | 130006 |
| Tract #: | N |
| Parcel Address: | 700 W Michigan Avenue, Norfolk, NE |
| | 68701 |

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The East 72.25 feet of the South 49.5 feet of the East Half of Lot 11 of Durland's Suburban Lots to Norfolk, Madison County, Nebraska.

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

THAT PART OF OF THE EAST 72.25 FEET OF THE SOUTH 49.5 FEET OF THE EAST HALF OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OF THE EAST 72.25 FEET OF THE SOUTH 49.5 FEET OF THE EAST HALF OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE \$87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 72.25 FEET:

THENCE N01°45'59"W, A DISTANCE OF 5.00 FEET;

THENCE N87°54'16"E, A DISTANCE OF 1.76 FEET;

THENCE NO1°45'59"W, A DISTANCE OF 11.00 FEET;

THENCE N87°54'16"E, A DISTANCE OF 19.04 FEET;

THENCE S01°45'49"E, A DISTANCE OF 11.00 FEET;

THENCE N87°54'16"E, A DISTANCE OF 46.45 FEET; THENCE N01°45'59"W, A DISTANCE OF 12.25 FEET;

THENCE N87°54'16"E, A DISTANCE OF 5.00 FEET;

THENCE S01°45'59"E ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 17.25 FEET TO

THE POINT OF BEGINNING.

CONTAINING 632 SQUARE FEET MORE OR LESS

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

Page 1 of 5

Temporary Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract #N

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

Page 2 of 5

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this day of |
|---|
| |
| INDIVIDUAL |
| Rich S. Klat |
| Rick G. Kubat |
| |
| STATE OF <u>NEBRASKA</u>) SS |
| COUNTY OF MADISON) |
| On this 33 day of |
| Rick G. Kubat, a single person |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed |
| to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. |
| WITNESS my hand and Notarial Seal the day and year last above written. (S E A L) |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK NOTARY PUBLIC |

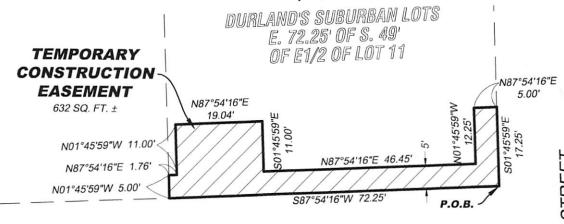
ACCEPTANCE

| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|--|--|
| ATTEST: | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| | |
| Approved as to form: Danielle L. | . Myers-Noelle, City Attorney |
| | |
| | |
| STATE OF NEBRASKA))ss COUNTY OF MADISON) | |
| Notary Public, in and for said County and S Brianna Duerst, City Clerk of the City of N | , 20, before me, the undersigned, a State, personally came Josh Moenning, Mayor and forfolk, to me known to be the identical person or egoing instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary Public – printed name |
| My commission expires the | , 20 |
| Temporary Easement Project Name: Michigan Avenue and 8th Street Reconstru Tract #N | Page 4 of 5 |

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN THE EAST 72.25 FEET OF THE SOUTH 49.5 FEET OF THE EAST HALF OF LOT 11. DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



MICHIGAN AVENUE

33,

LOT 1 C.B. DURLAND'S ADDITION

LEGEND

P.O.C. POINT OF COMMENCEMENT

POINT OF BEGINNING POB PROPOSED EASEMENT

- EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PART OF OF THE EAST 72.25 FEET OF THE SOUTH 49.5 FEET OF THE EAST HALF OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OF THE EAST 72.25 FEET OF THE SOUTH 49.5 FEET OF THE EAST HALF OF LOT 11, DURLAND'S SUBURBAN LOTS, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 72.25 FEET;

THENCE N01°45'59"W, A DISTANCE OF 5.00 FEET; THENCE N87°54'16"E, A DISTANCE OF 1.76 FEET;

THENCE N01°45'59"W, A DISTANCE OF 11.00 FEET;

THENCE N87°54'16"E, A DISTANCE OF 19.04 FEET;
THENCE S01°45'49"E, A DISTANCE OF 11.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 46.45 FEET;
THENCE N01°45'59"W, A DISTANCE OF 12.25 FEET;
THENCE N87°54'16"E, A DISTANCE OF 5.00 FEET;
THENCE N67°54'16"E, A DISTANCE OF 5.00 FEET;
THENCE S01°45'59"E ALONG THE FAST LINE OF S01°45'59"E ALONG THE S01°45'5

THENCE S01°45'59"E ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 17.25 FEET TO

THE POINT OF BEGINNING.

CONTAINING 632 SQUARE FEET MORE OR LESS



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

| Wh. | HEBRASKA | |
|--------|-----------------------|--|
| | 03/11/23 | 5 |
| Zim | McLAN Z | ul general de la constant de la cons |
| O SCAL | E: 1 INCH = 20 20' | 40' |

| PAGE: | 1 OF 1 |
|--------------|--------------|
| SCALE: | 1" = 20' |
| PROJECT NO.: | 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CREW: | JPG 09/06/19 |

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

| FOR OFFICE USE ONLY | |
|---------------------|-----------------------------------|
| Date: | |
| Project Name: | City of Norfolk - Michigan Avenue |
| | and 8th Street Reconstruction |
| City Project #: | 130006 |
| Tract #: | DD |
| Parcel Address: | 902 South 8th Street, Norfolk, NE |
| | 68701 |

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Lot 2 and the east half of the vacated alley adjacent to said lot, all in Block 4 of C.B. Durland's Second Addition to Norfolk, Madison County, Nebraska.

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

THAT PART OF LOT 2, BLOCK 4, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 4, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE S01°46'33"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 50.00 FEET:

THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET;

THENCE N01°46'33"W, A DISTANCE OF 50.00 FEET; THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 250 SQARE FEET MORE OR LESS.

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

Page 1 of 5

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

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

Page 2 of 5

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this day of |
|--|
| INDIVIDUAL |
| David Stolp |
| STATE OF NEBRASKA) SS |
| COUNTY OF MADISON |
| On this 26th day of |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. |
| WITNESS my hand and Notarial Seal the day and year last above written. $(SEAL)$ |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK My Comm. Exp. May 16, 2027 |

ACCEPTANCE

| Accepted this day of Municipal Corporation. | f, 20, by the City of Norfolk, Nebraska, a |
|---|---|
| ATTEST: | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (S E A L) | |
| Approved as to form: | Danielle L. Myers-Noelle, City Attorney |
| STATE OF NEBRASKA))ss | |
| Notary Public, in and for said C Brianna Duerst, City Clerk of the persons whose names are affixe | , 20, before me, the undersigned, a county and State, personally came Josh Moenning, Mayor and the City of Norfolk, to me known to be the identical person or and to the foregoing instrument and acknowledged the same to be |
| their voluntary act and deed. | Notary Public - signature |
| | Notary Public – printed name |
| My commission | expires the day of, 20 |
| Temporary Easement | Page 4 of 5 |

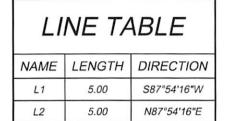
Project Name: Michigan Avenue and 8th Street Reconstruction Project Tract #DD

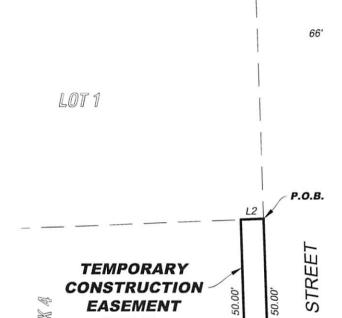
EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN LOT 2, BLOCK 4, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

MICHIGAN AVENUE

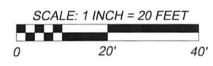




250 SQ. FT. ±

LOT 2

LOT 3



LEGEND

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

LEGAL DESCRIPTION

THAT PART OF LOT 2, BLOCK 4, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 4, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA:

THENCE S01°46'33"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 50.00 FEET;

THENCE S87°54'16"W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET;

THENCE NO1°46'33"W, A DISTANCE OF 50.00 FEET;

THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 250 SQARE FEET MORE OR LESS.

LS-594 03/10/23 17/10 SURVES PL



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

| PAGE: | 1 OF 1 |
|--------------|--------------|
| SCALE: | 1" = 20' |
| PROJECT NO.: | 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CREW: | JPG 09/06/19 |

S01°46'33"E

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

| FOR OFFICE USE ONLY | |
|---------------------|--|
| Date: | |
| Project Name: | City of Norfolk – Michigan Avenue and 8 th Street Reconstruction |
| City Project #: | |
| Tract #: | Q |
| Parcel Address: | |

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The East Half of Lot 24, Block 5, C.B. Durland's Second Addition to the City of Norfolk, Madison County, Nebraska.

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

THAT PART OF THE EAST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE \$01°46'00"E ALONG THE EAST LINE OF \$AID LOT 24, A DISTANCE OF 5.00 FEET; THENCE \$87°54'16"W. A DISTANCE OF 60.98 FEET;

THENCE NO1°56'26"W, A DISTANCE OF 5.00 FEET:

THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 60.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 305 SQUARE FEET MORE OR LESS.

Page 1 of 5

Permanent Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract # Q

SEE ATTACHED PERMANENT EASEMENT EXHIBIT 'A'

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

Page 2 of 5

Permanent Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract # Q

| IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this day of |
|--|
| CORPORATE ACKNOWLEDGMENT |
| GB Promotions, Inc., A Nebraska Corporation |
| AUTHORIZED OFFICER: |
| Gerard J. Brungardt, President (Printed Name and Title) |
| STATE OF NEBRASKA) SS COUNTY OF MADISON) |
| On this 13 ⁺⁺ day of |
| Gerard J. Brungardt, President of GB Promotions, Inc., a Nebraska Corporation, to me personally known to be the respective officer of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation. |
| WITNESS my hand and Notarial Seal the day and year last above written. $(S E A L)$ |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK NOTARY PUBLIC My Comm. Exp. May 16, 2027 |

7/3/2023

ACCEPTANCE

| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|--|--|
| ATTEST: | |
| Diama David Cit Cit 1 | Yesh Manager Manager |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (S E A L) | |
| | |
| Approved as to form: Danielle L. | Myers-Noelle, City Attorney |
| | |
| | |
| STATE OF NEBRASKA))ss COUNTY OF MADISON) | |
| Notary Public, in and for said County and S Brianna Duerst, City Clerk of the City of N | , 20, before me, the undersigned, a State, personally came Josh Moenning, Mayor and forfolk, to me known to be the identical person or egoing instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary Public – printed name |
| My commission expires the | day of, 20 |
| 1 | Page 4 of 5 |

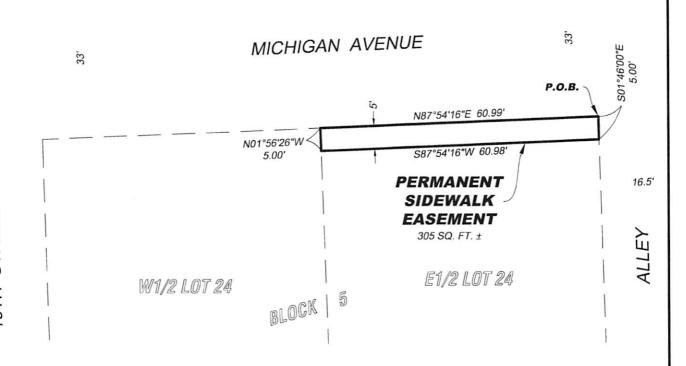
Permanent Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract # Q

EXHIBIT A

PERMANENT SIDEWALK EASEMENT

IN THE E1/2 OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

DURLAND'S SUBURBAN LOTS



LEGEND

POINT OF COMMENCEMENT

P.O.B.

POINT OF BEGINNING

PROPOSED EASEMENT

EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 24, BLOCK 5, C.B. DURLAND'S 2ND

ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE \$01°46'00"E ALONG THE EAST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET;

THENCE S87°54'16"W, A DISTANCE OF 60.98 FEET; THENCE N01°56'26"W, A DISTANCE OF 5.00 FEET;

THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 60.99

FEET TO THE POINT OF BEGINNING.

CONTAINING 305 SQUARE FEET MORE OR LESS.



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

| U | 20 40 |
|------------|-----------------|
| PAGE: | 1 OF 1 |
| SCALE: | 1" = 20' |
| PROJECT NO | .: 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CRE | W: JPG 09/06/19 |

SCALE: 1 INCH = 20 FEE

20'

NEBRASA

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

| I | OR OFFICE USE ONLY |
|-----------------|--|
| Date: | |
| Project Name: | City of Norfolk – Michigan Avenue and 8th Street Reconstruction |
| City Project #: | 130006 |
| Tract #: | R |
| Parcel Address: | 905 West Michigan Avenue, Norfolk NE 68701 |

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The East Half of Lots 23 and 24, Block 5, C.B. Durland's Second Addition to the City of Norfolk, Madison County, Nebraska.

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

THAT PART OF THE EAST HALF OF LOT 24, BLOCK 5, C.B.
DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY,
NEBRASKA;

COMMENCING AT THE NORTHEAST CORNER OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;

THENCE S01°46'00"E ALONG THE EAST LINE OF LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE S01°46'00"E ALONG THE EAST LINE OF LOT 24, A

DISTANCE OF 5.00 FEET;

THENCE S87°54'16"W, A DISTANCE OF 60.96 FEET;

THENCE N01°56'26"W, A DISTANCE OF 5.00 FEET;

THENCE N87°54'16"E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING;

CONTAINING 305 SQARE FEET PLUS OR MINUS.

Page 1 of 5

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

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

Page 2 of 5

Temporary Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract #R

| IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this day of |
|--|
| CORPORATE ACKNOWLEDGMENT |
| GB Promotions, Inc., A Nebraska Corporation |
| AUTHORIZED OFFICER: |
| Gerard J. Brungardt, President (Printed Name and Title) |
| STATE OF NEBRASKA |
| COUNTY OF MADISON) SS |
| On this 13th day of 10we , 20 23, before me, a Notary Public, in and for said County, personally came: |
| Gerard J. Brungardt, President of GB Promotions, Inc., a Nebraska Corporation, to me personally known to be the respective officer of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation. |
| WITNESS my hand and Notarial Seal the day and year last above written. |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK My Comm. Exp. May 16, 2027 |

ACCEPTANCE

| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|--|---|
| ATTEST: | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| | |
| Approved as to form: Danielle L. 1 | Myers-Noelle, City Attorney |
| | |
| STATE OF NEBRASKA) | |
| COUNTY OF MADISON) | |
| Notary Public, in and for said County and St Brianna Duerst, City Clerk of the City of No | , 20, before me, the undersigned, a tate, personally came Josh Moenning, Mayor and orfolk, to me known to be the identical person or going instrument and acknowledged the same to be |
| - | Notary Public - signature |
| <u>-</u> | Notary Public – printed name |
| My commission expires the _ | day of, 20 |
| | |

Page 4 of 5

Page 4 of 5
Temporary Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract #R

EXHIBIT A

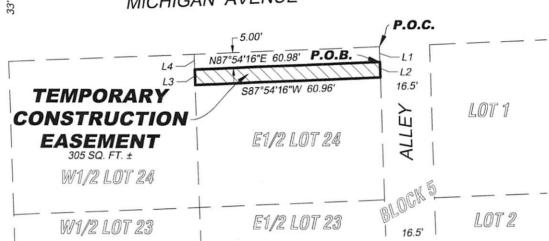
TEMPORARY CONSTRUCTION EASEMENT

IN THE EAST HALF OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

DURLANDS SUBURBAN LOTS

MICHIGAN AVENUE

OUTH 10TH STREET



LEGEND

P.O.C. PC P.O.B. PC

POINT OF COMMENCEMENT POINT OF BEGINNING

7//

PROPOSED EASEMENT EXISTING LOT LINE

SCALE: 1 INCH = 30 FEET

0 30' 60'

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF LOT 24, BLOCK 5, C.B.
DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY,
NEBRASKA;

COMMENCING AT THE NORTHEAST CORNER OF LOT 24, BLOCK 5, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA:

THENCE S01*46'00"E ALONG THE EAST LINE OF LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE S01*46'00"E ALONG THE EAST LINE OF LOT 24, A DISTANCE OF 5.00 FEET;

THENCE OF 3.00 TELL,
THENCE S87°54'16"W, A DISTANCE OF 60.96 FEET;
THENCE N01°56'26"W, A DISTANCE OF 5.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 60.98 FEET TO THE POINT
OF BEGINNING;

CONTAINING, 305 SQARE FEET PLUS OR MINUS.



LINE TABLE

| NAME | LENGTH | DIRECTION |
|------|--------|-------------|
| L1 | 5.00' | S01°46'00"E |
| L2 | 5.00' | S01°46'00"E |
| L3 | 5.00' | N01°56'26"W |
| L4 | 5.00' | N01°56'26"W |



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

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

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

| FOR OFFICE USE ONLY | |
|---------------------|---|
| Date: | |
| Project Name: | City of Norfolk – Michigan Avenue and 8th Street Reconstruction |
| City Project #: | 130006 |
| Tract #: | Е |
| Parcel Address: | 1001 s 13 TH Street, Norfolk, NE 68701 |

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

THAT PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;

BEGINNING AT THE NORTHEAST CORNER OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA;

THENCE S01°48'19"E ALONG THE EAST LINE OF TAX LOT 3. A DISTANCE OF 17.00 FEET:

THENCE S88°00'59"W, A DISTANCE OF 28.59 FEET;

THENCE N01°48'19"W, A DISTANCE OF 6.95 FEET;

THENCE S87°55'14"W, A DISTANCE OF 191.40 FEET;

THENCE NO2°04'46"W, A DISTANCE OF 5.00 FEET;

THENCE S87°55'14"W, A DISTANCE OF 171.40 FEET;

THENCE NO2°04'18"W, A DISTANCE OF 5.00 FEET;

THENCE N87°55'14"E ALONG THE NORTH LINE OF TAX LOT 3, A DISTANCE OF 391.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,257 SQUARE FEET MORE OR LESS.

Page 1 of 5

Permanent Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project

Tract # E

SEE ATTACHED PERMANENT EASEMENT EXHIBIT 'A'

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

Page 2 of 5

Permanent Easement

Project Name: Michigan Avenue and 8th Street Reconstruction Project Tract # E

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this day of |
|--|
| INDIVIDUAL |
| Debra S. Lingenfelter |
| Jest St. Zingementer |
| STATE OF <u>NEBRASKA</u>)) SS |
| COUNTY OF MADISON) |
| On this A day of |
| Debra S. Lingenfelter, a single person |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated. |
| WITNESS my hand and Notarial Seal the day and year last above written. |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK My Comm. Exp. May 16, 2027 NOTARY PUBLIC |

ACCEPTANCE

| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|--|--|
| ATTEST: | |
| | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| | |
| Approved as to form: | |
| Danielle I | L. Myers-Noelle, City Attorney |
| | |
| CTATE OF MEDDAGKA | |
| STATE OF NEBRASKA))ss COUNTY OF MADISON) | |
| , | . 20 , before me, the undersigned, a |
| Brianna Duerst, City Clerk of the City of | , 20, before me, the undersigned, a l State, personally came Josh Moenning, Mayor and Norfolk, to me known to be the identical person or |
| persons whose names are affixed to the fo their voluntary act and deed. | oregoing instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary Public – printed name |
| My commission expires the | e day of, 20 |
| | |

Page 4 of 5

Permanent Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract # E

MICHIGAN AVE & 8TH ST **EXHIBIT** A PROJ. NO. 130006 PERMANENT SIDEWALK EASEMENT IN TAX LOT 3 IN THE SW1/4 OF THE SW1/4 OF SECTION 27. TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY. NEBRASKA ADDITION GLENWOOD BLOCK 8 LOT 13 33, MICHIGAN AVENUE P.O.B. N87°55'14"E 391.44" S01°48'19"E 17.00' S87°55'14"W 191.40' N01°48'19"W 6.95'~ S88°00'59"W 28.59" SOUTHERN PERMANENT SIDEWALK ADDITION **EASEMENT** 3.257 SQ. FT. ± TAX LOT 3 DEED BOOK M82-12, PAGE 512 LEGEND P.O.C. POINT OF COMMENCEMENT P.O.B. POINT OF BEGINNING PROPOSED EASEMENT EXISTING LOT LINE LEGAL DESCRIPTION THAT PART OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER NEBRASA OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON

COUNTY, NEBRASKA;

BEGINNING AT THE NORTHEAST CORNER OF TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA:

THENCE S01°48'19"E ALONG THE EAST LINE OF TAX LOT 3, A DISTANCE OF 17.00 FEET;

THENCE S01°48'19"E ALONG THE EAST LINE OF TAX THENCE S88°00'59"W, A DISTANCE OF 28.59 FEET; THENCE N01°48'19"W, A DISTANCE OF 6.95 FEET; THENCE S87°55'14"W, A DISTANCE OF 191.40 FEET; THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET; THENCE S87°55'14"W, A DISTANCE OF 171.40 FEET; THENCE N02°04'18"W, A DISTANCE OF 5.00 FEET;

THENCE N87°55'14"E ALONG THE NORTH LINE OF TAX LOT 3, A DISTANCE OF 391.44 FEET

TO THE POINT OF BEGINNING.

CONTAINING 3.257 SQUARE FEET MORE OR LESS.



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

| U | 10 00 |
|------------|-----------------|
| PAGE: | 1 OF 2 |
| SCALE: | 1" = 20' |
| PROJECT NO | D.: 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CRE | W: JPG 09/06/19 |
| No. | |

SCALE: 1 INCH = 40 FEET

40'

20,

LOT 1

EXHIBIT A

PERMANENT SIDEWALK EASEMENT

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

LOT 5 BLOCK 9

GLENWOOD ADDITION

BLOCK 8 LOT 13

33, MICHIGAN AVENUE 10, 33, 2 N87°55'14"E 391.44' N02°04'46"W 5.00'~ S87°55'14"W 171.40' S87°55'14"W 191.40' N02°04'18"W 5.00'

> PERMANENT SIDEWALK **EASEMENT**

3,257 SQ. FT. ±

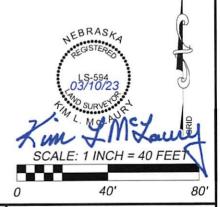
TAX LOT 3 DEED BOOK M82-12, PAGE 512

LEGEND

P.O.C. P.O.B.

POINT OF COMMENCEMENT POINT OF BEGINNING

PROPOSED EASEMENT EXISTING LOT LINE





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

| PAGE: | 2 OF 2 |
|--------------|--------------|
| SCALE: | 1" = 20' |
| PROJECT NO.: | 42220603 |
| DRAWN BY: | JPK 03/10/23 |
| SURVEY CREW: | JPG 09/06/19 |

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

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

That part of Tax Lot Three (3) in the Southwest Quarter (\$\forall | 4\) of the Southwest Quarter (\$\forall | 4\) of Section Twenty-seven (27), Township Twenty-four (24) North, Range One (1) West of the 6th P.M., Madison County, Nebraska, described as follows: Commencing 40 feet East of the Northwest Corner of the Southwest Quarter Southwest Quarter (\$\forall | 4\) of Section Twenty-seven (27); running thence East 621.44 feet, thence in a Southerly direction 417.42 feet to a point 661.15 feet directly East of the West Section line of Section Twenty-seven (27); thence West 621.15 feet to a point directly South of the place of beginning, thence due North 417.42 feet to the place of beginning, less the following described tract deeded to Universal Resources, Inc., by instrument dated December 8, 1972 and filed for record, lanuary 23, 1973 in M73-1, page 392; Commencing at a point 40.0 feet East and 193.4 feet South of the Northwest Corner of the Southwest Quarter Southwest Quarter (\$\forall | 4\) \$\forall | 4\) \$\forall | 4\) of said Section Twenty-seven (27), which point is on the center 11m of Corporation Gulch; thence continuing South 45.0 feet where an Iron Pipe was set as a witness corner; thence continuing South 179.0 feet; thence left 90 13', 620.8 feet; thence Northerly 13 feet to the Center line of Corporation Gulch, thence in a Northwesterly direction along the center line of Corporation Gulch, 667 feet to the point of beginning; and less any part thereof lying in the right of way of Michigan Avenue.

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

Parcel D

THAT PART OF THE WEST HALF OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE. CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; BEGINNING AT THE NORTHWEST CORNER OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA: THENCE N87°55'24"E ALONG THE NORTH LINE OF TAX LOT 3 IN THE SW1/4 OF THE SW1/4 27-24-1 OF SECTION 27. A DISTANCE OF 227.66 FEET; THENCE SO2°04'18"E, A DISTANCE OF 5.02 FEET: THENCE N87°55'24"E, A DISTANCE OF 84.85 FEET; THENCE SOO°17'01"E, A DISTANCE OF 5.00 FEET; THENCE \$87°55'24"W. A DISTANCE OF 86.33 FEET: THENCE NO2°04'18"W. A DISTANCE OF 8.45 FEET: THENCE S87°55'24"W. A DISTANCE OF 163.19 FEET: THENCE SO2°14'06"E, A DISTANCE OF 14.61 FEET; THENCE S87°55'24"W, A DISTANCE OF 57.95 FEET; THENCE SO1°53'05"E, A DISTANCE OF 4.12 FEET; THENCE S88°06'55"W, A DISTANCE OF 5.00 FEET; THENCE NO1°53'05"W. A DISTANCE OF 20.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,732 SQARE FEET PLUS OR MINUS.

Parcel F

THAT PART OF TAX LOT 3 SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE. CITY OF NORFOLK. MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1. BLOCK 8, SOUTHERN ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE S01°48'19"E ALONG THE WEST LINE OF SAID LOT 1. A DISTANCE OF 5.00 FEET: THENCE S88°00'59"W. A DISTANCE OF 33.60 FEET: THENCE NO1°48'19"W. A DISTANCE OF 6.94 FEET: THENCE \$87°55'14"W, A DISTANCE OF 186.37 FEET; THENCE NO2°04'46"W. A DISTANCE OF 5.00 FEET: THENCE N87°55'14"E. A DISTANCE OF 191.40 FEET: THENCE S01°48'19"E, A DISTANCE OF 6.95 FEET: THENCE N88°00'59"E. A DISTANCE OF 28.59 FEET TO THE POINT OF BEGINNING. CONTAINING 1,134 SQUARE FEET MORE OR LESS.

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

It is further agreed as follows:

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

Page 3 of 7

Temporary Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract #D & #F

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

[Remainder of Page Intentionally Left Blank]

| IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this |
|--|
| day of |
| |
| INDIVIDUAL |
| helm 9 in genetten Debra S. Lingenfelter |
| STATE OF NEBRASKA) SS |
| COUNTY OF MADISON) |
| On this 21 day of 12 day of 13 day of 14 day of 15 day of 15 day of 16 day of 16 day of 17 day of 18 day o |
| who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed |
| to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and |
| deed for the purpose therein stated. |
| WITNESS my hand and Notarial Seal the day and year last above written. |
| GENERAL NOTARY - State of Nebraska KELLI J. SVITAK My Comm. Exp. May 16, 2027 NOTARY PUBLIC |

ACCEPTANCE

| Accepted this day of Municipal Corporation. | , 20, by the City of Norfolk, Nebraska, a |
|---|--|
| ATTEST: | |
| | |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| (SEAL) | |
| | |
| Approved as to form: | |
| Danielle L | L. Myers-Noelle, City Attorney |
| | |
| | |
| STATE OF NEBRASKA))ss COUNTY OF MADISON) | |
| , | 20 before me, the undersigned, a |
| Notary Public, in and for said County and Brianna Duerst, City Clerk of the City of N | , 20, before me, the undersigned, a State, personally came Josh Moenning, Mayor and Norfolk, to me known to be the identical person or |
| | regoing instrument and acknowledged the same to be |
| | Notary Public - signature |
| | Notary 1 done - signature |
| | Notary Public – printed name |
| My commission expires the | day of, 20 |
| | |

Page 6 of 7

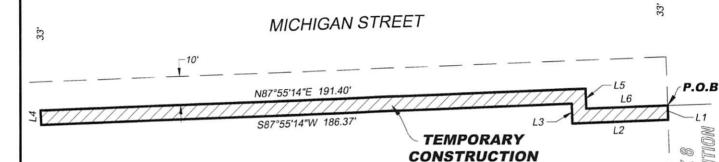
Temporary Easement
Project Name: Michigan Avenue and 8th Street Reconstruction Project
Tract #D & #F

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

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





LEGEND

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

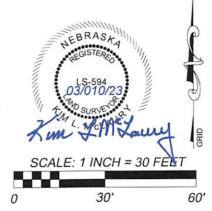
TAX LOT 3

LEGAL DESCRIPTION

THAT PART OF TAX LOT 3 SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 8, SOUTHERN ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

THENCE S01°48'19"E ALONG THE WEST LINE OF SAID

LOT 1, A DISTANCE OF 5.00 FEET, THENCE S88"00'59"W, A DISTANCE OF 33.60 FEET; THENCE N01°48'19"W, A DISTANCE OF 6.94 FEET; THENCE S87°55'14"W, A DISTANCE OF 186.37 FEET; THENCE N02°04'46"W, A DISTANCE OF 5.00 FEET; THENCE N87°55'14"E, A DISTANCE OF 191.40 FEET; THENCE S01°48'19"E, A DISTANCE OF 6.95 FEET; THENCE N88°00'59"E, A DISTANCE OF 28.59 FEET TO THE POINT OF BEGINNING. CONTAINING 1,134 SQUARE FEET MORE OR LESS.



EASEMENT 1,135 SQ. FT. ±

LINE TABLE

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



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

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

ADDI

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

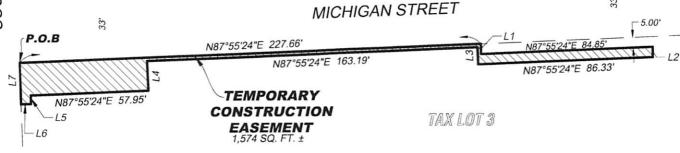
IN TAX LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

LOT 4

LOT 4

LOT 5

MICHIGAN STREET



LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; BEGINNING AT THE NORTHWEST CORNER OF TAX LOTS SW1/4 OF THE SW1/4 27-24-1 PT TAX LOT 3 LESS PT TO STATE, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N87°55'24"E ALONG THE NORTH LINE OF TAX LOT 3 IN THE SW1/4 OF THE SW1/4 27-24-1 OF SECTION 27, A DISTANCE OF 227.66 FEET;

THENCE SO2°04'18"E, A DISTANCE OF 5.02 FEET;
THENCE SO2°04'18"E, A DISTANCE OF 84.85 FEET;
THENCE SO0°17'01"E, A DISTANCE OF 86.33 FEET;
THENCE S87°55'24"W, A DISTANCE OF 86.33 FEET;
THENCE S02°04'18"W, A DISTANCE OF 8.45 FEET;
THENCE S87°55'24"W, A DISTANCE OF 16.31 9 FEET;
THENCE S02°14'06"E, A DISTANCE OF 14.61 FEET;
THENCE S87°55'24"W, A DISTANCE OF 57.95 FEET;
THENCE S87°55'24"W, A DISTANCE OF 4.12 FEET;
THENCE S01°53'05"E, A DISTANCE OF 5.00 FEET;
THENCE S01°53'05"W, A DISTANCE OF 20.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,732 SQARE FEET PLUS OR MINUS.

LEGEND

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



LINE TABLE

30'

SCALE: 1 INCH = 30 FEET

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



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

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

GLENN STREE

60'

Certificate of Substantial Completion

PROJECT: (name and address)

City of Norfolk - Norfolk Transfer Station

Site Improvements

610 East Monroe Avenue Norfolk, Nebraska 68701

OWNER: (name and address)

City of Norfolk 309 North 5th Street

Norfolk, Nebraska 68701

CONTRACT INFORMATION:

Contract For: General Construction

Date: June 11, 2021

CERTIFICATE INFORMATION:

Certificate Number: 001

Date: June 9, 2022

ARCHITECT: (name and address)

JEO Architecture, Inc. 2700 Fletcher Avenue Lincoln, Nebraska 68504 **CONTRACTOR**: (name and address) Perry Reid Construction, LLC 2930 Ridge Line Rd. #116 Lincoln, Nebraska 68516

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

Scale House Building (exterior and interior)

Completed Site Paving and Utilities (as indicated by the gray shaded areas on the attached EXHIBIT 1 - KEY MAP)

JEO Architecture, Inc.

ARCHITECT (Firm Name)

Ryan Dorfmeyer

PRINTED NAME AND TITLE

May 20, 2022

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

Not Applicable

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

Refer to the attached document entitiled;

City of Norfolk

Norfolk Transfer Station Site Improvements

610 East Monroe Avenue

Norfolk, Nebraska 68701

Architectural Interior Punch List Review May 20, 2022

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents, Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

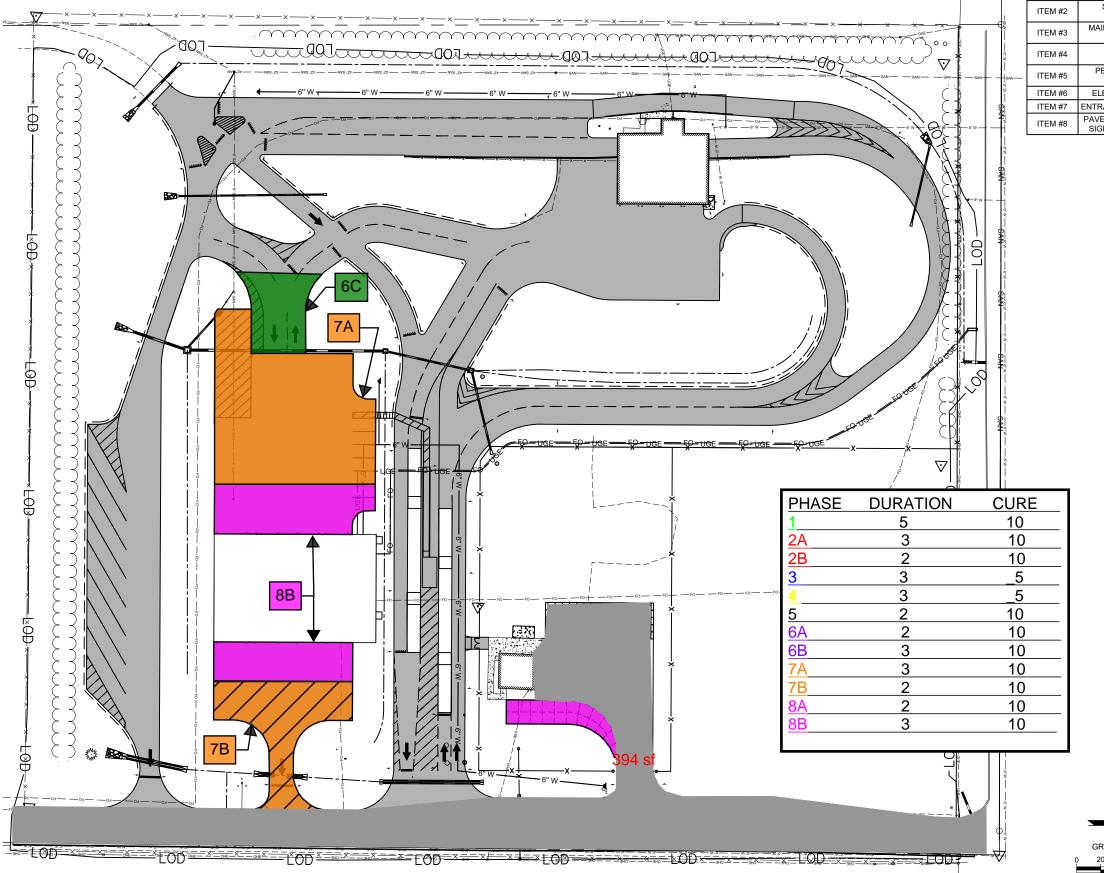
AIA Document G704® – 2017. Copyright © 1963, 1978, 1992, 2000 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G704," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:21:03 ET on 06/09/2022 under Order No.2114270055 which expires on 01/08/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. **User Notes:**

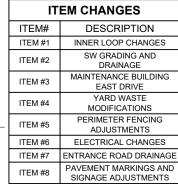
The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 8:00 a.m. local stand time on Tuesday, May 31, 2022. All responsibilities for insurance, maintenance, heat, and utilities shall occur to the Owner, except for damaged caused by the Contractor's construction activities.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| Perry Reid Construction, LLC | Butian | Bryon Casper, Senior Project Manager | 6-9-2022 |
|---------------------------------|-----------|---|----------|
| CONTRACTOR (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE |
| City of Norfolk | _ | Josh Moenning, Mayor | |
| OWNER (Firm Name) | SIGNATURE | PRINTED NAME AND TITLE | DATE |

7/3/2023







PROJECT CHANGES
TRANSFER STATION
NORFOLK, NEBRASKA

EXHIBIT 1 - KEY MAP

PRELIMINARY TO NOT FOR THE VIOLENT TO NOT FOR

PROJECT NO.

DATE

2/3/2022

DRAWN BY

CLM

FILE NAME

S_181739.dwg

FIELD GREW

SURVEY FILE NO.

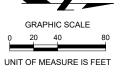
PLAN IN HAND

DATE

70 PERCENT REVIEW

BUTALS

DATE







City of Norfolk Norfolk Transfer Station Site Improvements 610 East Monroe Avenue Norfolk, Nebraska 68701

Architectural Interior Punch List Review May 20, 2022

Owners' representative present during the walk-thru:

Rob Mercer

Contractor's representative present during the walk-thru:

Clint Linder – Site Superintendent

JEOs' representative present during the walk-thru:

Ryan Dorfmeyer **Terry Mead**

JEO Project #181739.00

General Notes:

- The majority of the exterior metal wall panel fasteners do not match the wall panels. Remove and replace non-matching fasteners.
- Contractor to coordinate all final inspections with the proper authorities having jurisdiction.
- Contractor to provide operating instructions for each system and each piece of equipment to the Owner's designated personnel.
- Turn over all keys to the Owner. 4.
- Additional product stock shall be inventoried and turned over to the Owner per individual specification sections.

Site Punch List Items:

- 1. Remove all construction debris from the area directly around the Scale House, including the truck scale decks. This includes picking up and discarding all used fasteners.
- 2. Install concrete paving joint sealant.
- 3. Prime and paint the unfinished pipe bollard located at the east and west ends of the truck scales. Owner requested the bollards be painted yellow.
 - The Contractor does have the option to provide bollard covers in lieu of painting

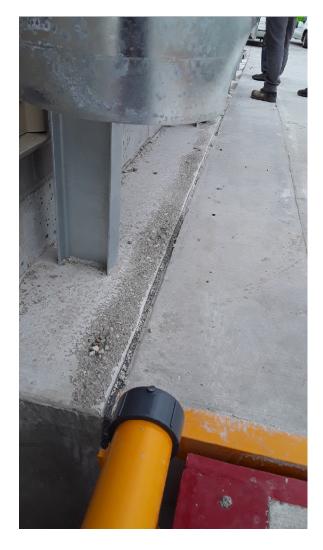
4. ADA Ramp:

- Replace missing handrail brackets directly east of the landing.
- Remove and replace all non-stainless-steel bolts with stainless-steel bolts.
- 5. Contractor review installation of W-Beam guardrails to ensure all connections are tight and secure.
- 6. Contractor to remove and replace all corroded W-Beam guardrail ends located adjacent to the truck scales. Refer to Photograph #001.
- 7. Contractor to patch/repair or remove and replace the concrete paving located directly below the guardrail in the northwest corner of the Scale House. Refer to Photograph #002.

General Notes shall be completed in conjunction with the attached Exterior & Interior Punch Lists.







Photograph #002



Scale House Exterior Punch List - May 20, 2022

Prepared by Ryan Dorfmeyer May 23, 2022

Description

25 tasks in this report.

Contents

| #1 General | 3 |
|---------------------|----|
| #2 Cleaning Needed | 5 |
| #3 Caulking | 6 |
| #4 Caulking | 8 |
| #5 Caulking | 10 |
| #6 Cleaning Needed | 12 |
| #7 Caulking | 13 |
| #8 Cleaning Needed | 15 |
| #9 Paint Touch Up | 16 |
| #10 General | 17 |
| #11 Paint Touch Up | 19 |
| #12 Glass | 21 |
| #13 Cleaning Needed | 23 |
| #14 Paint Touch Up | 24 |
| #15 General | 26 |
| #16 Paint Touch Up | 28 |
| #17 General | 30 |
| #18 Caulking | 32 |
| #19 General | 34 |

City of Norfolk - Norfolk Transfer Station...

610 East Monroe Avenue, Norfolk, Nebraska



| #20 Paint Touch Up | 36 |
|--------------------|----|
| #21 Paint Touch Up | 37 |
| #22 Paint Touch Up | 39 |
| #23 Paint Touch Up | 40 |
| #24 General | 43 |
| #59 General | 45 |



#1 General

Status

Open

Type Issue

Location

North Exterior Elevation

List

Punch List - Scale House Exterior

Description

Provide downspout extension to extend the downspout to the west to prevent water from icing up on scales.

Photos

Created

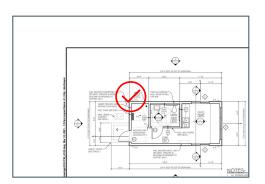
May 20, 2022 2:03 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 10:04 AM

Sheet

A1.3







20220520_091651_photo **Ryan Dorfmeyer** May 20, 2022 9:16 AM



#2 Cleaning Needed

Status Created

Open May 20, 2022 2:04 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 7:44 AM

Location

North Exterior Elevation

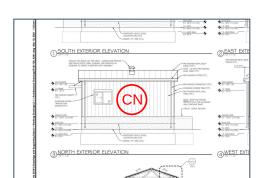
List

Punch List - Scale House Exterior

Description

Clean exterior wall panels.

Sheet A2.3





#3 Caulking

Status

Open

Type Issue

Location

North Exterior Elevation

List

Punch List - Scale House Exterior

Description

Caulk and seal around conduit penetration.

Photos

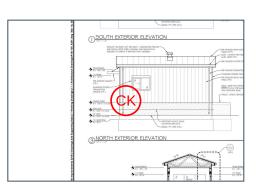
Created

May 20, 2022 2:04 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 7:41 AM

Sheet







20220520_092015_photo **Ryan Dorfmeyer** May 20, 2022 9:20 AM



#4 Caulking

Status

Open

Type Issue

Location

List

Punch List - Scale House Exterior

East Exterior Elevation

Description

Caulk and seal perimeter of window.

Photos

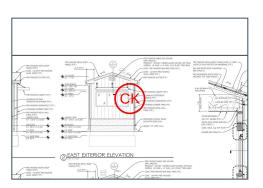
Created

May 20, 2022 2:10 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:10 PM

Sheet







20220520_092135_photo **Ryan Dorfmeyer** May 20, 2022 9:21 AM



#5 Caulking

Status

Open

Type Issue

Location

East Exterior Elevation

ListPunch List - Scale House
Exterior

Description

Caulk and seal perimeter of window.

Photos

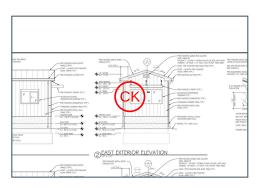
Created

May 20, 2022 2:10 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 7:42 AM

Sheet







20220520_092428_photo **Ryan Dorfmeyer** May 20, 2022 9:24 AM



#6 Cleaning Needed

Status Created

Open May 20, 2022 2:10 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 7:44 AM

Location

East Exterior Elevation

List

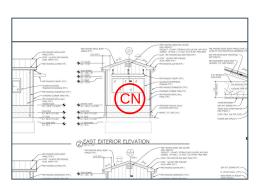
Punch List - Scale House

Exterior

Description

Clean exterior wall panels.

Sheet





#7 Caulking

Status

Open

Type Issue

Location

ListPunch List - Scale House
Exterior

South Exterior Elevation

Description

Caulk and seal perimeter of window.

Photos

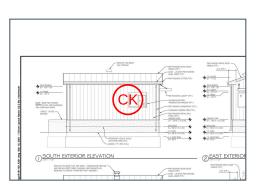
Created

May 20, 2022 2:10 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:10 PM

Sheet







20220520_092747_photo **Ryan Dorfmeyer** May 20, 2022 9:27 AM



#8 Cleaning Needed

Status Created

Open May 20, 2022 2:10 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 7:44 AM

Location

South Exterior Elevation

List

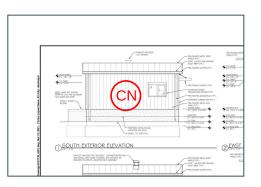
Punch List - Scale House

Exterior

Description

Clean exterior wall panels.

Sheet





#9 Paint Touch Up

Status Created

Open May 20, 2022 2:10 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 7:50 AM

List

Punch List - Scale House

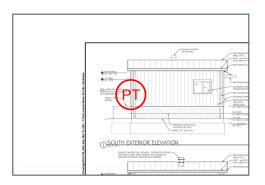
Exterior

Description

Touch up and repair all scratches on the pre-finished

exterior corner trim.

Sheet





#10 General

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Repair bent door header trim.

Photos

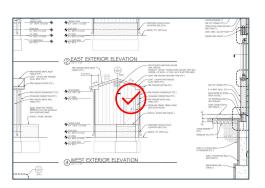
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May 20, 2022 2:10 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:10 PM

Sheet







20220520_093320_photo **Ryan Dorfmeyer** May 20, 2022 9:33 AM



#11 Paint Touch Up

Status Created

Open May 20, 2022 2:11 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 7:53 AM

Location

East Exterior Elevation

List

Punch List - Scale House

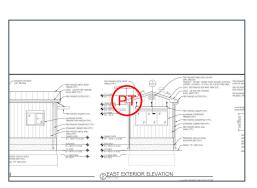
Exterior

Description

Touch up and repair all scratches on the pre-finished gutter, southeast corner.

Photos

Sheet







20220520_093653_photo **Ryan Dorfmeyer** May 20, 2022 9:36 AM



#12 Glass

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Install glazing in Door #301A.

Photos

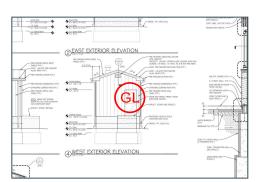
Created

May 20, 2022 2:11 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 7:54 AM

Sheet







20220520_093935_photo **Ryan Dorfmeyer** May 20, 2022 9:39 AM



#13 Cleaning Needed

Status Created

Open May 20, 2022 2:11 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 7:45 AM

Location

West Exterior Elevation

List

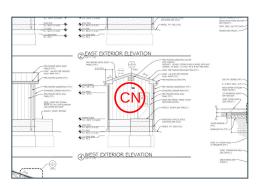
Punch List - Scale House

Exterior

Description

Clean exterior wall panels.

Sheet





#14 Paint Touch Up

Status Created

Open May 20, 2022 2:11 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 8:08 AM

Location

West Exterior Elevation

List

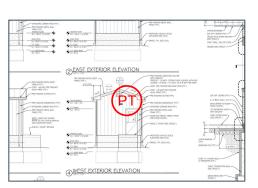
Punch List - Scale House Exterior

Description

Touch up and repair all scratches on the pre-finished exterior metal wall panels as required for a consistent finish.

Photos

Sheet







20220520_094240_photo **Ryan Dorfmeyer** May 20, 2022 9:42 AM



20220520_094307_photo **Ryan Dorfmeyer** May 20, 2022 9:43 AM



#15 General

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Repair wall panel dent.

Photos

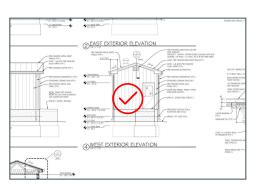
Created

May 20, 2022 2:11 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:11 PM

Sheet







20220520_094429_photo **Ryan Dorfmeyer** May 20, 2022 9:44 AM



#16 Paint Touch Up

Status Created

Open May 20, 2022 2:11 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 7:58 AM

Location

West Exterior Elevation

List

Punch List - Scale House

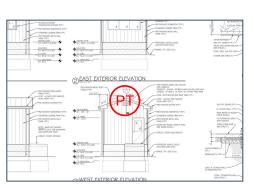
Exterior

Description

Touch up and repair all scratches on the pre-finished soffit / fascia.

Photos

Sheet







20220520_094545_photo **Ryan Dorfmeyer** May 20, 2022 9:45 AM



#17 General

Status

Open May 20, 2022 2:11 PM

rdorfmeyer@jeo.com

Created

Туре

Issue Last Updated

May 23, 2022 8:00 AM

West Exterior Elevation

Punch List - Scale House

Exterior

List

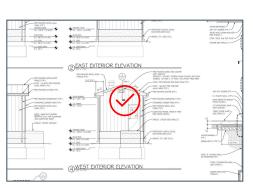
Location

Description

Clean and remove rust from exterior wall panels. Touch up and repair finish as required.

Photos

Sheet







20220520_094730_photo **Ryan Dorfmeyer** May 20, 2022 9:47 AM



#18 Caulking

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Caulk and seal all through wall penetrations.

Photos

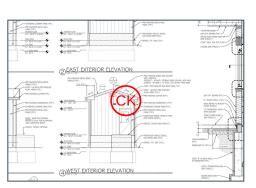
Created

May 20, 2022 2:12 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:01 AM

Sheet







20220520_094918_photo **Ryan Dorfmeyer** May 20, 2022 9:49 AM



#19 General

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Install missing fasteners at mechanical unit.

Photos

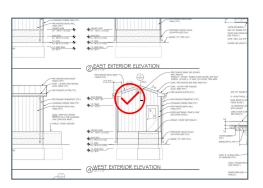
Created

May 20, 2022 2:12 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:27 AM

Sheet







20220520_095103_photo **Ryan Dorfmeyer** May 20, 2022 9:51 AM



20220520_095121_photo **Ryan Dorfmeyer** May 20, 2022 9:51 AM



#20 Paint Touch Up

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Door #301A: Repaint door and frame as required for a consistent finish.

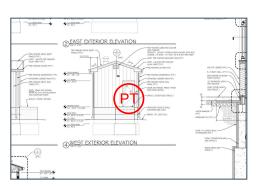
Created

May 20, 2022 2:12 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:03 AM

Sheet





#21 Paint Touch Up

Status Created

Open May 20, 2022 2:12 PM

rdorfmeyer@jeo.com

Type

Issue Last Updated

May 23, 2022 8:04 AM

Location

East Exterior Elevation

List

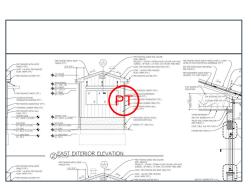
Punch List - Scale House Exterior

Description

Touch up and repair all scratches on the pre-finished exterior corner trim.

Photos

Sheet







20220520_095519_photo **Ryan Dorfmeyer** May 20, 2022 9:55 AM



#22 Paint Touch Up

Status Created

Open May 20, 2022 2:12 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 8:09 AM

Location

North Exterior Elevation

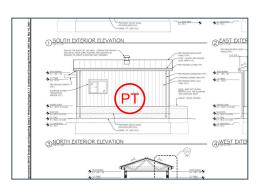
List

Punch List - Scale House Exterior

Description

Touch up and repair all scratches on the pre-finished exterior metal wall panels as required for a consistent finish.

Sheet A2.3





#23 Paint Touch Up

Status Created

Open May 20, 2022 2:12 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 8:10 AM

Location

East Exterior Elevation

List

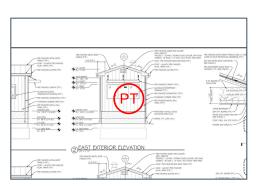
Punch List - Scale House Exterior

Description

Touch up and repair all scratches on the pre-finished aluminum storefront framing as required for a consistent finish.

Photos

Sheet







20220520_095919_photo **Ryan Dorfmeyer** May 20, 2022 9:59 AM



20220520_095953_photo **Ryan Dorfmeyer** May 20, 2022 9:59 AM





20220520_100022_photo **Ryan Dorfmeyer** May 20, 2022 10:00 AM



#24 General

Status

Open

Type Issue

Location

East Exterior Elevation

List

Punch List - Scale House Exterior

Description

Remove and replace the damaged aluminum storefront jamb framing. The south jamb side is dented.

Photos

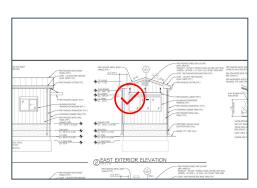
Created

May 20, 2022 2:13 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:28 AM

Sheet







20220520_100300_photo **Ryan Dorfmeyer** May 20, 2022 10:03 AM



#59 General

Status

Open

Type Issue

Location

West Exterior Elevation

List

Punch List - Scale House Exterior

Description

Patch, repair, or replace damaged wall panels locate behind mechanical unit. It appears that additional holes were drilled through the wall panels.

Photos

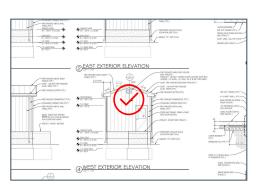
Created Sh

May 20, 2022 2:19 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:32 AM

Sheet







20220520_115138_photo **Ryan Dorfmeyer** May 20, 2022 11:51 AM



Scale House Interior Punch List - May 20, 2022

Prepared by Ryan Dorfmeyer May 23, 2022

Description

35 tasks in this report.

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City of Norfolk - Norfolk Transfer Station...





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#25 Paint Touch Up

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Patch and repair all wall dings and repaint the entire space as required for a consistent finish.

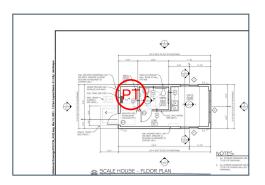
Created

May 20, 2022 2:13 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:40 AM

Sheet





#26 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Touch up and repair gypsum board finish around all conduit penetrations at ceiling. Touch up and repaint as required for a consistent finish.

Photos

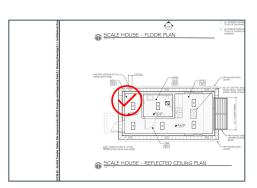
Created

May 20, 2022 2:13 PM rdorfmeyer@jeo.com

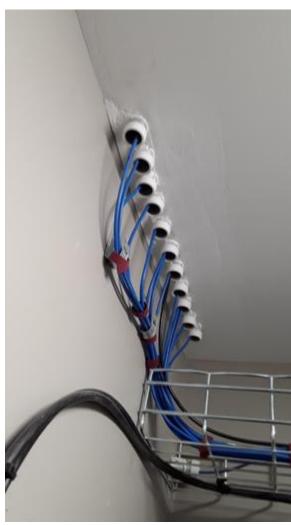
Last Updated

May 23, 2022 8:42 AM

Sheet







20220520_102441_photo **Ryan Dorfmeyer** May 20, 2022 10:24 AM



#27 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Re-attach and secure wall base, adjacent to Door #301A.

Photos

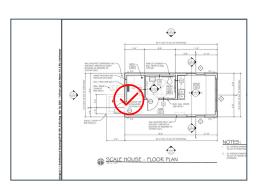
Created

May 20, 2022 2:13 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:44 AM

Sheet







20220520_102746_photo **Ryan Dorfmeyer** May 20, 2022 10:27 AM



#28 Flooring

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Extend LVT under door threshold.

Photos

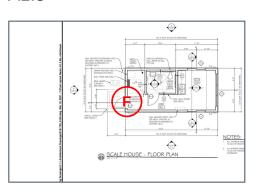
Created

May 20, 2022 2:13 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:41 AM

Sheet







20220520_102936_photo **Ryan Dorfmeyer** May 20, 2022 10:29 AM



#29 Caulking

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Door #301A: Caulk and seal perimeter of door frame to gypsum board return.

Photos

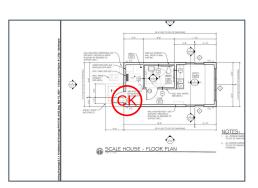
Created

May 20, 2022 2:14 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:41 AM

Sheet







20220520_103041_photo **Ryan Dorfmeyer** May 20, 2022 10:30 AM



#30 Paint Touch Up

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Door #301A: Repaint door and frame as required for a consistent finish.

Photos

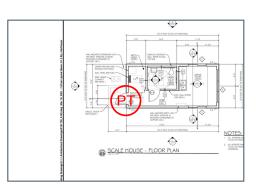
Created

May 20, 2022 2:14 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:46 AM

Sheet







20220520_103142_photo **Ryan Dorfmeyer** May 20, 2022 10:31 AM



#31 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Door #301A: Install weatherstripping and complete door hardware installation.

Photos

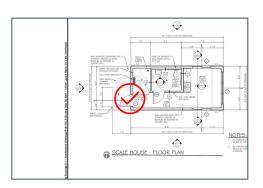
Created

May 20, 2022 2:14 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:48 AM

Sheet







20220520_103409_photo **Ryan Dorfmeyer** May 20, 2022 10:34 AM



#32 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Remove masking tape from exit light.

Photos

Created

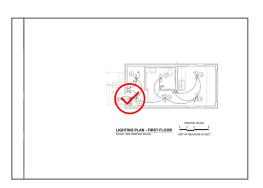
May 20, 2022 2:14 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:48 AM

Sheet

E1.5







20220520_103523_photo **Ryan Dorfmeyer** May 20, 2022 10:35 AM



#33 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Provide label for electrical panel. Refer to specification Section 26 00 00, Paragraph 1.09.D.

Photos

Created

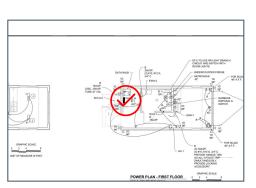
May 20, 2022 2:14 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:51 AM

Sheet

E1.5



City of Norfolk - Norfolk Transfer Station...

610 East Monroe Avenue, Norfolk, Nebraska





20220520_103632_photo **Ryan Dorfmeyer** May 20, 2022 10:36 AM



#34 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Complete installation of electric water heater.

Photos

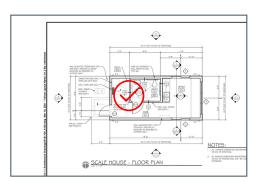
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:15 PM

Sheet







20220520_104013_photo **Ryan Dorfmeyer** May 20, 2022 10:40 AM



#35 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Install fire extinguisher.

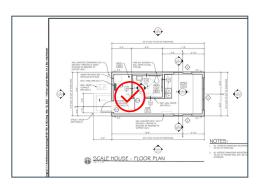
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 20, 2022 2:15 PM

Sheet





#36 Cleaning Needed

Status

Open

Туре

Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Provide a general cleaning of the entire space.

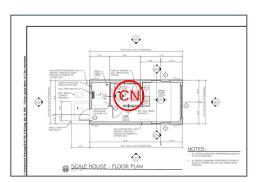
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:53 AM

Sheet





#37 Flooring

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Install wall tile base, adjacent to Door #301B.

Photos

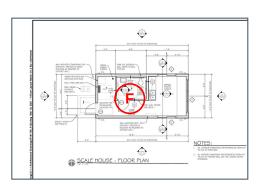
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:43 AM

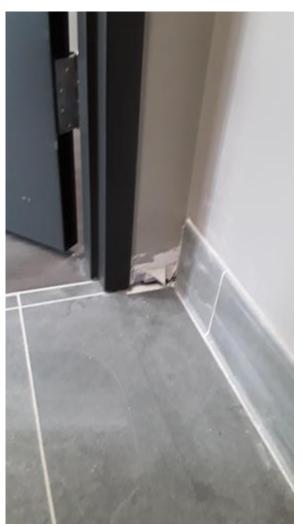
Sheet







20220520_104440_photo **Ryan Dorfmeyer** May 20, 2022 10:44 AM



20220520_104511_photo **Ryan Dorfmeyer** May 20, 2022 10:45 AM



#38 General

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Remove protective plastic coverings from all toilet accessories.

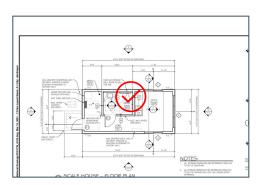
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 8:54 AM

Sheet





#39 Wall Repair

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Address gypsum board finish above door frame, touch up and repaint as required for a consistent finish.

Photos

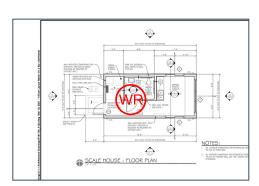
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

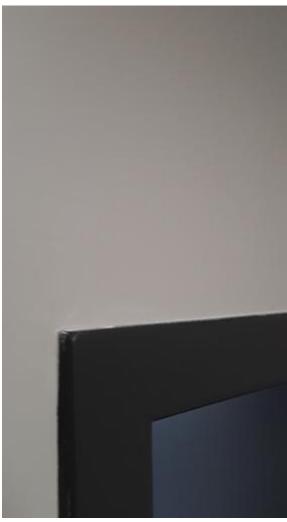
Last Updated

May 23, 2022 9:18 AM

Sheet







20220520_104836_photo **Ryan Dorfmeyer** May 20, 2022 10:48 AM



#40 Paint Touch Up

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Patch and repair all wall dings and repaint the entire space as required for a consistent finish.

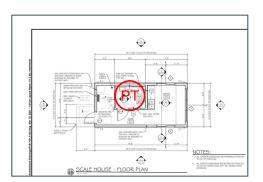
Created

May 20, 2022 2:15 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:19 AM

Sheet





#41 Wall Repair

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Patch and repair hole in gypsum wall board, adjacent to vertical grab bar. Repaint as required.

Photos

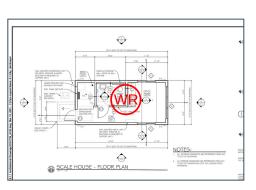
Created

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:44 AM

Sheet







20220520_105242_photo **Ryan Dorfmeyer** May 20, 2022 10:52 AM



#42 Paint Touch Up

Status

Open

Type Issue

Location

Unisex Toilet 303

List

Punch List - Scale House Interior

Description

Door #301B: Repaint door and frame as required for a consistent finish.

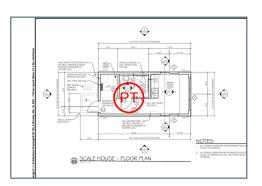
Created

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:22 AM

Sheet





#43 Paint Touch Up

Status

Open

Type Issue

LocationCorridor 301

List

Punch List - Scale House Interior

Description

Patch and repair all wall dings and repaint the entire space as required for a consistent finish.

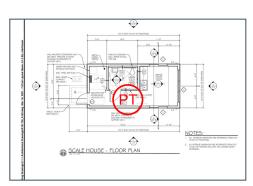
Created

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:22 AM

Sheet





#44 Flooring

Status

Open

Type Issue

Location

Corridor 301

List

Punch List - Scale House Interior

Description

Re-attach and secure wall base, adjacent to Door #301B.

Photos

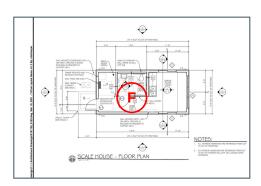
Created

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

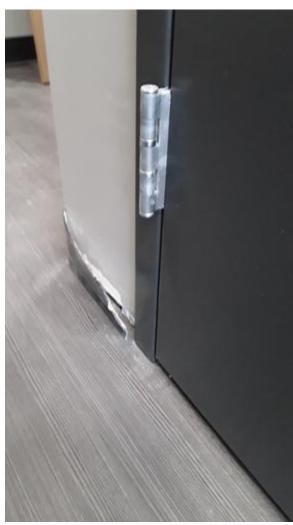
Last Updated

May 23, 2022 9:23 AM

Sheet







20220520_105625_photo **Ryan Dorfmeyer** May 20, 2022 10:56 AM



20220520_105646_photo **Ryan Dorfmeyer** May 20, 2022 10:56 AM



#45 Paint Touch Up

Status

Open

Type Issue

Location Corridor 301

List

Punch List - Scale House Interior

Description

Door #301B: Repaint door and frame as required for a consistent finish.

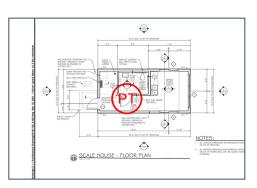
Created

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:24 AM

Sheet





#46 Wall Repair

Status

Open

Type Issue

List

Punch List - Scale House Interior

Description

Repair wall ding at corner bead, repaint as required.

Photos



20220520_105906_photo **Ryan Dorfmeyer** May 20, 2022 10:59 AM

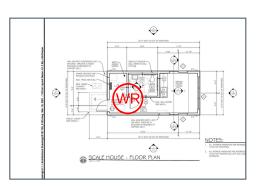
Created Sh

May 20, 2022 2:16 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:24 AM

Sheet





#47 General

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Install / construct attic hatch as shown in Detail 4/A5.3.

Photos

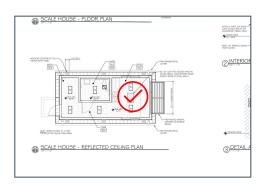
Created

May 20, 2022 2:17 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:26 AM

Sheet







20220520_110413_photo **Ryan Dorfmeyer** May 20, 2022 11:04 AM



#48 Paint Touch Up

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Patch and repair all wall dings and repaint the entire space as required for a consistent finish.

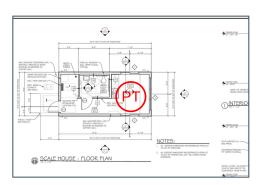
Created

May 20, 2022 2:17 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:26 AM

Sheet





#49 Wall Repair

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Patch and repair gypsum wall board above work counter, repaint as required for a consistent finish.

Photos



Ryan Dorfmeyer May 20, 2022 11:07 AM

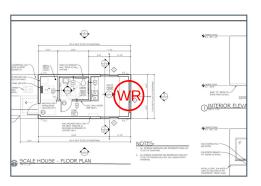
Created

May 20, 2022 2:17 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:45 AM

Sheet





#50 General

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Clean aluminum storefront framing and glazing. Touch up and repair all scratches as required for a consistent finish.

Photos

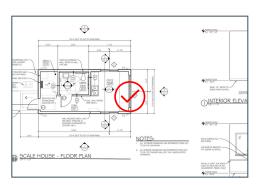
Created

May 20, 2022 2:17 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:29 AM

Sheet



City of Norfolk - Norfolk Transfer Station...

610 East Monroe Avenue, Norfolk, Nebraska





20220520_110933_photo **Ryan Dorfmeyer** May 20, 2022 11:09 AM

20220520_110852_photo **Ryan Dorfmeyer** May 20, 2022 11:08 AM



#51 Cleaning Needed

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Clean transaction window. Touch up and repair all scratches as required for a consistent finish. Adjust window as required for smooth operation.

Photos

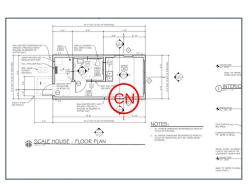
Created

May 20, 2022 2:18 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:31 AM

Sheet







20220520_111106_photo **Ryan Dorfmeyer** May 20, 2022 11:11 AM



20220520_111119_phot **Ryan Dorfmeyer** May 20, 2022 11:11 AM



#52 Cleaning Needed

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Clean transaction window. Touch up and repair all scratches as required for a consistent finish.

Photos

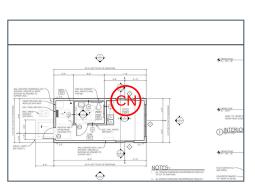
Created

May 20, 2022 2:18 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:32 AM

Sheet







Ryan Dorfmeyer May 20, 2022 11:13 AM

20220520_111350_photo

Ryan Dorfmeyer May 20, 2022 11:13 AM



#53 Flooring

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Attached and secure LVT at conduit penetration.

Photos

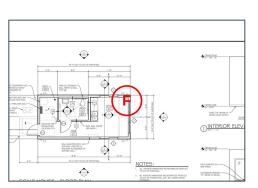
Created

May 20, 2022 2:18 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:34 AM

Sheet



City of Norfolk - Norfolk Transfer Station...

610 East Monroe Avenue, Norfolk, Nebraska





20220520_111543_photo **Ryan Dorfmeyer** May 20, 2022 11:15 AM



#54 Paint Touch Up

Status

Open

Туре

Issue

Location

Office 304

List

Punch List - Scale House Interior

Description

Prime and paint exposed ends of wall mounted wood cleats located directly below the work counter.

Photos

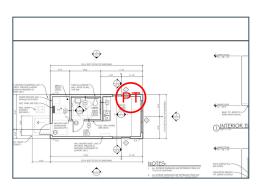
Created

May 20, 2022 2:18 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:33 AM

Sheet







20220520_111736_photo **Ryan Dorfmeyer** May 20, 2022 11:17 AM



#55 Flooring

Status Created

Open May 20, 2022 2:19 PM

rdorfmeyer@jeo.com

Type Issue Last Updated

May 23, 2022 9:34 AM

List

Punch List - Scale House

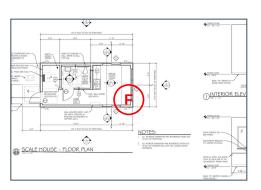
Interior

Description

Attach and secure LVT around conduit penetration.

Photos

Sheet







20220520_112008_photo **Ryan Dorfmeyer** May 20, 2022 11:20 AM

Created

Last Updated

May 20, 2022 2:19 PM

May 23, 2022 9:35 AM

rdorfmeyer@jeo.com



#56 Cleaning Needed

Status

Open

Туре

Issue

List

Punch List - Scale House Interior

Description

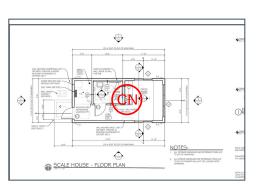
Clean out all cabinets.

Photos



20220520_112836_photo **Ryan Dorfmeyer** May 20, 2022 11:28 AM

Sheet





#57 General

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Remove wood stakes located directly below the water service. Patch and repair concrete slab as required.

Photos

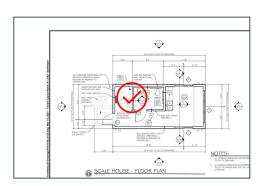
Created

May 20, 2022 2:19 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:47 AM

Sheet







20220520_114135_photo **Ryan Dorfmeyer** May 20, 2022 11:41 AM



#58 Caulking

Status

Open

Type Issue

Location

Mechanical 302

List

Punch List - Scale House Interior

Description

Caulk and seal around through wall pipe penetration.

Photos

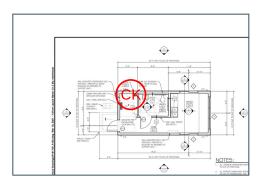
Created

May 20, 2022 2:19 PM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 9:47 AM

Sheet







20220520_114305_photo **Ryan Dorfmeyer** May 20, 2022 11:43 AM



#60 Plumbing

Status

Open

Type Issue

LocationOffice 304

List

Punch List - Scale House Interior

Description

Install kitchenette sink.

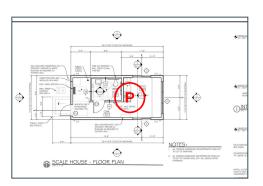
Created

May 23, 2022 10:26 AM rdorfmeyer@jeo.com

Last Updated

May 23, 2022 10:27 AM

Sheet



AGREEMENT

This Agreement is made and entered into the _____ day of ______, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and McMill CPA PC, a Nebraska Professional Corporation, d/b/a McMill CPAs & Advisors, hereinafter referred to as "McMILL", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow McMILL to use CITY's Riverpoint Square facility for a Lemonade Camp event subject to the following:

- 1. <u>FACILITY</u>. CITY, being the owner of the park facility commonly known as Riverpoint Square, is willing to allow McMILL to utilize the park in conjunction with McMILL's purpose of holding a Lemonade Camp event for children to learn business basics and set up a lemonade stand. The event may include but not be limited to crafts, lunch, and setting up and running a lemonade stand.
- 2. <u>TERM</u>. The term of this Agreement shall be from 7:30 a.m. to 3:30 p.m. on Tuesday, August 1, 2023.
- 3. <u>SETUP/CLEANUP</u>. McMILL may begin setting up for the event at 7:30 a.m. on Tuesday, August 1, 2023. McMILL shall be responsible for cleanup from the event and shall complete said cleanup on Tuesday, August 1, 2023. In the event McMILL fails to clean up the park at the conclusion of its event on August 1, 2023, McMILL agrees to pay the actual cost incurred by CITY in cleaning the same. CITY shall document the condition of the park and shall consult with McMILL prior to cleaning, if practicable.
- 4. <u>NONEXCLUSIVE USE</u>. The parties understand that McMILL's use of Riverpoint Square for its event shall be nonexclusive as the park will not be closed to the public during this event.
- 5. <u>VENDING</u>. Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted; however, such vending is conditional upon the vendor first obtaining permission from the Mayor and City Council. This Agreement shall serve as permission granted to McMILL as required by Section 18-10 of the City Code for vending in Riverpoint Square during the term of this Agreement.
- 6. <u>INSURANCE</u>. McMILL shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

In addition, McMILL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by McMILL while using CITY's facility at Riverpoint Square with no exclusions. McMILL's insurance shall be the primary insurance coverage for McMILL's event. McMILL agrees to be responsible for any damages or claim of loss not covered by McMILL's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by July 21, 2023, then (1) McMILL shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

- 7. <u>HOLD HARMLESS/INDEMNIFICATION</u>. McMILL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by McMILL or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from McMILL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.
- 8. <u>RELEASES</u>. In the event that McMILL obtains Releases for participation in McMILL's event while utilizing CITY's facility under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.
- 9. <u>NO PAINT ON CONCRETE</u>. McMILL shall not paint or permanently mark any concrete in Riverpoint Square for McMILL's event. In the event that McMILL does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by McMILL.
- 10. <u>NO HOLES IN CONCRETE</u>. McMILL <u>shall not</u> drill any holes in the concrete of Riverpoint Square or any adjacent sidewalks.
- 11. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, McMILL shall not place signs advertising McMILL's event on property adjacent to any state highway.
- 12. MANAGEMENT. The parties acknowledge and agree that McMILL shall be solely responsible for the operation and management of the park during the term of this Agreement when the park is being utilized by McMILL for McMILL's event and related activities. McMILL shall be responsible for operating and managing the park in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the park including, but not limited to, the most current and updated directed health measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). McMILL represents and covenants to CITY that McMILL is familiar with the Rules and that McMILL shall operate and manage the park in accordance with the Rules. McMILL shall ensure that all individuals utilizing the park for McMILL's event shall conduct themselves in accordance with the Rules.

- 13. <u>MAINTENANCE</u>. McMILL shall be responsible for maintaining the park in accordance with the Rules so that the park may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. McMILL shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.
- 14. <u>NO USAGE FEE</u>. McMILL shall pay no fee to CITY for the use of Riverpoint Square for its event.
- 15. <u>CANCELLATIONS</u>. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to McMILL resulting from CITY's cancellation of McMILL's activities.
- 16. <u>AUTHORITY TO SIGN AGREEMENT</u>. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

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

| ATTEST. | CITY OF NORFOLK, NEBRASKA, A Municipal Corporation |
|----------------------------|---|
| ATTEST: | |
| | By |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |
| Approved as to Form: | |
| Danielle Myer | rs-Noelle, City Attorney |
| | McMILL CPA PC, |
| | A Nebraska Professional Corporation |
| | By |
| | Printed Name: |
| | Title: |

AGREEMENT

This Agreement is made and entered into the _____ day of ______, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Faith Regional Health Services, a Nebraska Nonprofit Corporation, hereinafter referred to as "FRHS" WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow FRHS to use CITY's Skyview Park and Lake facility in conjunction with a Day at the Lake event subject to the following:

- 1. <u>FACILITY</u>. CITY, being the owner of the park facility commonly known as Skyview Park and Lake, is willing to allow FRHS to utilize the park in conjunction with FRHS' purpose of holding a Day at the Lake event on Saturday, August 5, 2023, which may include but is not limited to holding a cornhole tournament, yoga, and paddleboat/canoe rentals.
- 2. <u>LATE FEE</u>. Pursuant to CITY's policy, FRHS shall pay to CITY a late fee in the amount of \$75.00 due to FRHS submitting an event application to CITY later than 60 days prior to FRHS's use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.
- 3. <u>PARK SET-UP AND CLEAN-UP</u>. Set up activities may commence at 8:00 a.m. on Saturday, August 5, 2023. FRHS shall be responsible for cleanup from the event and shall complete said cleanup by 1:00 p.m. on Saturday, August 5, 2023.
- 4. <u>SIGNS</u>. FRHS may place temporary signs in the park for its event and shall remove the signs at the conclusion of its event.
- 5. <u>NO SIGNS ALONG STATE HIGHWAY</u>. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, FRHS shall not place signs advertising FRHS' event on property adjacent to any state highway.
- 6. <u>SHELTER</u>. FRHS understands that this Agreement does not include the reservation of a shelter/stage in Skyview Park and that any reservation of a shelter/stage for this event shall be made by separate agreement with the City of Norfolk.
- 7. <u>NONEXCLUSIVE USE</u>. The parties understand that FRHS' use of Skyview Park and Lake for its event shall be nonexclusive as the park, lake, and sidewalk surrounding the lake will not be closed to the public during this event.
- 8. <u>INSURANCE</u>. FRHS shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

| | General Aggregate | \$1,000,000 |
|----|-------------------------------|-----------------------------|
| a. | Bodily Injury/Property Damage | \$1,000,000 each occurrence |
| b. | Personal Injury Damage | \$1,000,000 each occurrence |
| c. | Contractual Liability | \$1,000,000 each occurrence |

d. Products Liability & Completed Operations \$1,000,000 each occurrence

e. Fire Damage

\$ 100,000 any one fire

f. Medical Expense

\$ 5,000 any one person

FRHS shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by FRHS for this event with no exclusions. Said insurance shall be the primary insurance coverage for FRHS' event. FRHS agrees to be responsible for any damages or claim of loss not covered by FRHS' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 26, 2023, then (1) FRHS shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

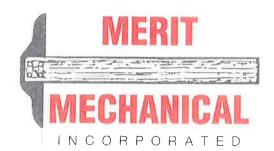
- 9. <u>RELEASES</u>. In the event that FRHS obtains Releases for participation in FRHS' event while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.
- 10. <u>HOLD HARMLESS/INDEMNIFICATION</u>. FRHS agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by FRHS or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from FRHS failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.
- 11. <u>BOUNCE HOUSES/INFLATABLES PROHIBITED</u>. The placement of bounce houses/inflatables on CITY property for FRHS' event is prohibited under this Agreement.
- 12. <u>COPYRIGHTED MUSIC</u>. FRHS agrees that it either has or will secure any necessary licenses required for the broadcasting or performance of copyrighted music at the activities being conducted by FRHS and expressly agrees to hold CITY harmless and indemnify CITY from any cost or liability that may result to CITY as a result of the contemplated FRHS' activities being held on property owned by CITY.
- 13. <u>NOISE</u>. In the event that noise complaints related to music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures.
- 14. <u>NO PAINT ON CONCRETE</u>. FRHS shall not paint or permanently mark any concrete in Skyview Park for FRHS' event. In the event that FRHS does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by FRHS.
- 15. <u>VEHICLE PARKING</u>. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's parks and recreation director or his designee.

- 16. <u>DAMAGE</u>. Any damage resulting from parking or driving in approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by FRHS.
- 17. MANAGEMENT. The parties acknowledge and agree that FRHS shall be solely responsible for the operation and management of the park during the term of this Agreement when the park is being utilized by FRHS for its event and related activities. FRHS shall be responsible for operating and managing the park in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the park including, but not limited to, the most current and updated directed health measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). FRHS represents and covenants to CITY that FRHS is familiar with the Rules and that FRHS shall operate and manage the park in accordance with the Rules. FRHS shall ensure that all individuals utilizing the park for FRHS' event shall conduct themselves in accordance with the Rules.
- 18. <u>MAINTENANCE</u>. FRHS shall be responsible for maintaining the park in accordance with the Rules so that the park may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. FRHS shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.
- 19. <u>NO USAGE FEE</u>. FRHS shall pay no fee to CITY under this Agreement to access Skyview Park and Lake for its event.
- 20. <u>CANCELLATIONS</u>. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to FRHS resulting from CITY's cancellation of FRHS' activities.
- 21. <u>AUTHORITY TO SIGN AGREEMENT</u>. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

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

| ATTEST: | CITY OF NORFOLK, NEBRASKA A Municipal Corporation |
|----------------------------|--|
| | By |
| Brianna Duerst, City Clerk | Josh Moenning, Mayor |

| Approved as to Form: | | |
|----------------------|---------------------|---|
| | Danielle Myers-Noel | |
| | | ITH REGIONAL HEALTH SERVICES, Nebraska Nonprofit Corporation |
| | $By_{_}$ | |
| | | Title: |
| | | Printed Name: |
| | | |
| | | |
| | By_ | |
| | | Title: |
| | | Printed Name: |
| | | |



June 13, 2023

Ryan Beed City of Norfolk Norfolk, NE. 68781

RE: Boiler replacement Aquaventure Waterpark

Dear Ryan;

The price to install the new boilers at Aquaventure is listed below. The outline below better describes our scope of work. As discussed you will need to get the boiler's to Aquaventure from your maintenance shop, We will get them into the building from there.

Includes

- 1. Demolition and disposal of the existing boiler, existing flue to remain through the roof.
- 2. Installation of the two new owner supplied boilers.
- 3. Installation of the boiler flues for the new boilers.
- 4. Water pipe installation to the new boilers.
- 5. Water pipe bypasses with valves so each boiler can be isolated for servicing.
- 6. Gas pipe installation to the new boilers.
- 7. Two boiler emergency shut down switches and signage at each door as required by the state boiler inspector.
- 8. State boiler inspection documentation and boiler startup assistance.
- 9. Electrical.

Exclude

- 1. Startup of the new boilers. This should be done by the boiler manufacture's representative.
- 2. Warranty on the new boilers.
- 3. Removal, replacement or painting needed for the door jam.
- 4. Night's, weekend's or overtime hours.
- 5. Sales lax.

P.O. Box 249 • Tilden, NE 68781 • Phone : (402) 368-7705 • Fax: (402) 368-2102



Total installation price \$59,935.00

A deduct of \$805.00 is offered is you choose to remove and replace the door jam as discussed.

Please give me a call if you have any questions,

Sincerely,

Merit Mechanical Inc.

Jason Weidner



NORFOLK, NE 68701 Phone: (402)371-7833 Fax: (402)371-7568

| Bill | To: |
|------|-----|
| | |

CITY OF NORFOLK 309 N. 5TH STREET NORFOLK, NE 68701

Invoice Number: 16561

Invoice Date:

May 26, 2023

Customer ID:

135

Phone:

402-844-2020

Total Due:

8,077.46

Amount Paid:

Page:2

| Customer ID | | Customer Name Invoice Number | | r Payment-Terms | |
|-------------|-----------------|---|--------------|--------------------|--|
| | 135 | CITY OF NORFOLK | 16561 | Net 10 Days | |
| ales Rep ID | Date of Service | Customer PO | Invoice Date | Due Date | |
| MW | 5/24/23 | AQUA VENTURE | 5/26/23 | 6/5/23 | |
| Quantity | Item | Description | Unit Price | Amount | |
| | | PER CUSTOMERS REQUEST, RE: AQUAVENTURE PER RYAN | | | |
| | | | | | |
| | | Subtotal | | 8,077.4 | |
| | | Subtotal Freight | | 8,077.4 | |
| | ARE! | · · · · · · · · · · · · · · · · · · · | | 8,077.4 | |
| JE | CARE! | Freight | | 8,077.4 8,077.4 | |
| WE | CARE! | Freight Sales Tax | | | |

We accept all major credit cards. Credit card payments in excess of \$500.00 are subject to processing fees of 4%. Accounts not paid within 30 days are subject to a 1.5% monthly finance charge.

BY-LAWS OF THE PARKS AND RECREATION BOARD OF THE CITY OF NORFOLK (2023)

Article I. By-laws of the Parks and Recreation Board

This organization shall be called the "Parks and Recreation Board of the City of Norfolk" existing by virtue of the provisions of Chapter 18 Article IV of the Official City Code, and exercising the powers and authority and assuming the responsibilities delegated to it under said Article.

Article II. Responsibilities

The duty of the Parks and Recreation Board is to provide recommendations to the Norfolk City Council regarding the following responsibilities: lay out, improve, beautify, and design all grounds, bodies of water, and buildings owned or acquired for public parks and recreational facilities, and employ such persons as may be necessary for the proper direction, care, maintenance, improvement, and beautification thereof, and for program planning and leadership of recreational activities, to the extent that funds may be provided for such purposes. The board shall also have the duty of continued study and promotion of the needs of the City of Norfolk for additional parks and recreational facilities.

Article III. Board Members

Section 1. Appointment of members: At the first regular meeting of the City Council in June each year, the Mayor shall appoint new members to the board, with the approval of the City Council. The board shall be made up of nine members, who shall serve under the control and supervision of the City Council.

Terms: Unless otherwise provided by law or ordinance, the term of appointment shall be for three (3) years. Terms of members shall be staggered to ensure that, to the extent possible, the terms of proportionately equal numbers of members shall expire annually. No person shall serve more than two (2) successive terms without at least one year intervening, unless the City Council shall waive such requirement. A person appointed to fill an unexpired term may be appointed successively for two (2) complete full terms.

In addition to the nine-member board, the City Council may appoint one of its own Council members to serve as a liaison member to represent the City Council.

Section 2. Duties of the board

(1) Adopt By-laws for the conduct of their business and adopt policies with approval of the City Council.

- (2) Approve an annual capital improvement request to the City Council.
- (3) Meet once each month to conduct Parks Department business.
- (4) Approve an annual report to the City Council.

Article IV. Officers of the Board

- Section 1. The board shall elect from its number a President, Vice President and Secretary.
- Section 2. The officers shall serve a term of one year. Vacancies in office shall be filled by election at the next regular meeting.
- Section 3. The Vice President shall in absence of the President exercise the President's functions.

Article V. Meetings

- Section 1. The order of business for regular meetings shall include:
 - (a) Call to order
 - (b) Current Business
 - (c) Other Business
 - (d) Adjourn
- Section 2. Special meeting may be called by the President or at the request of the majority of the board members.
- Section 3. All Parks and Recreation Board meetings shall be open to the public, except that executive session or closed meetings may be held for such purposes as are authorized by Nebraska State Statute 84-1410. Any official action concerning such matters shall be made at an open official meeting.

An executive session or closed meeting shall be held only upon a majority vote of the members of the board present and voting.

Notification of each meeting shall be made to each member by the Secretary of the board.

- Section 4. A quorum for the transaction of business at any meeting shall consist of five members of the board present.
- Section 5. Proceedings shall be conducted in a manner complying with generally accepted rules of parliamentary procedures and Norfolk City Code.
- Article VI. Attendance

| Section 1. | Board members shall attend at least 2/3 of all regular meetings. If a member cannot maintain this record of attendance, or if three consecutive regular meetings are missed, the member will be asked to submit a letter of resignation to the Board. |
|--------------|---|
| Section 2. | Attendance records will be reviewed annually by the board, Mayor and City Council. |
| Article VII. | General |
| Section 1. | The board is under the control and supervision of the City Council and the City Council shall prescribe all rules, consistent with law. |
| Section 2. | Any recommendations by the board to the City Council shall be by resolution. |
| Section 3. | These By-laws may be amended by a simple majority of the members present at any regular or special meeting that a quorum is represented. |
| DATE June 2 | 2, 2023 |
| BOARD PRESII | DENT |
| SECRETARV/T | REASURER |



innovation. right at home.

AGENDA NORFOLK PARKS BOARD MEETING

June 22, 2023

CALL TO ORDER

- 1. 5:30 p.m. Call meeting to order.
- 2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
- 3. Roll call.

CURRENT BUSINESS

4. Approval of full agenda. Motion

5. Election of Officers. Motion

6. Parks and Recreation Board Bylaws. Motion

PUBLIC HEARINGS

OTHER BUSINESS

- 7. Monthly Parks and Recreation supervisor reports.
- 8. Open topics on any concerns the Board has towards current and future planning for the City Parks and public comment. No action can be taken.
- 9. Adjourn.



Parks and Rec Board Meeting Minutes

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

The meeting was called to order at 5:30 p.m. Roll call found the following members present:

Ann Dover, Patrick Gerhart, Jerrett Mills, Terry Rasmussen, Melissa Temple, Austin Truex, and
Becki Wulf. Absent: Angie Bailey and Bill Robinson.

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

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

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

The floor was opened for election of officers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Johnson's Park Improvement Project Bid Package 2 (upper park improvements) Bid Tabulation June 20, 2023 @ 3:00 pm

| | | | | Elkhorn Pavin 702 W Benjan Norfolk, NE 6 | | A & R Constru PO Box 121 Plainview, NE | |
|-------|---|--------------|---------|--|-------------|--|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL | UNIT COST | TOTAL |
| Group | A - Park Removals, Grading & D | rainage (upp | er park | conly) | | | |
| 1. | Mobilization | 1 | L.S. | \$21,000.00 | \$21,000.00 | \$16,000.00 | \$16,000.00 |
| 2. | Earthwork Measured in Embankment (Established Quantity) | 1250 | CY | \$18.50 | \$23,125.00 | \$18.36 | \$22,950.00 |
| 3. | Stripping & Topsoiling (EQ) | 2647 | CY | \$5.00 | \$13,235.00 | \$1.00 | \$2,647.00 |
| 4. | Clearing & Grubbing | 1 | LS | \$6,500.00 | \$6,500.00 | \$6,200.00 | \$6,200.00 |
| 5. | Remove Pavement | 815 | SY | \$8.00 | \$6,520.00 | \$14.00 | \$11,410.00 |
| 6. | Remove Curb and Gutter | 670 | LF | \$8.00 | \$5,360.00 | \$14.00 | \$9,380.00 |
| 7. | Remove Inlet | 1 | Each | \$700.00 | \$700.00 | \$600.00 | \$600.00 |
| 8. | Relocate tree (diameter 6 inch and under) | 6 | Each | \$700.00 | \$4,200.00 | \$700.00 | \$4,200.00 |
| 9. | Relocate tree (diameter over 6 inch) | 4 | Each | \$900.00 | \$3,600.00 | \$700.00 | \$2,800.00 |
| 10. | Area Inlet (HDPE) | 1 | Each | \$6,900.00 | \$6,900.00 | \$6,000.00 | \$6,000.00 |
| 11. | 4" PVC Drain Tile | 120 | LF | \$85.00 | \$10,200.00 | \$33.41 | \$4,009.20 |
| 12. | 4" PVC Perforated Drain Tile | 220 | LF | \$88.00 | \$19,360.00 | \$33.41 | \$7,350.20 |
| 13. | Playground Site Preparation | 1 | LS | \$10,750.00 | \$10,750.00 | \$12,000.00 | \$12,000.00 |
| 14. | Silt Fence, Low Porosity | 1125 | LF | \$3.50 | \$3,937.50 | \$5.00 | \$5,625.00 |
| 15. | Curb Inlet Sediment Filter | 5 | Each | \$250.00 | \$1,250.00 | \$450.00 | \$2,250.00 |
| 16. | Area Inlet Sediment Filter | 3 | Each | \$400.00 | \$1,200.00 | \$450.00 | \$1,350.00 |
| 17. | Erosion Control Mat | 0 | SY | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 18. | Straw Wattle | 102 | LF | \$7.00 | \$714.00 | \$12.00 | \$1,224.00 |
| 19. | Construction Entrance | 1 | Each | \$2,000.00 | \$2,000.00 | \$1,500.00 | \$1,500.00 |
| | | | | 1 | | 1 | ļ |

Johnson's Park Improvement Project Bid Package 2 (upper park improvements) Bid Tabulation June 20, 2023 @ 3:00 pm

| | | | | Elkhorn Pavin 702 W Benjan Norfolk, NE 6 | | A & R Construction Box 121 Plainview, NE | |
|----------------|--|--------------------|------------|--|--------------------------|--|----------------------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL | UNIT COST | TOTAL |
| 20. | Temp Traffic Control | 1 | LS | \$3,500.00 | \$3,500.00 | \$6,000.00 | \$6,000.00 |
| 21. | Overexcitation/Unsuitable Material | 20 | CY | \$30.00 | \$600.00 | \$24.11 | \$482.20 |
| 22. Subtota | Construction and Debris Haul Off al Group A - Park Removals, Gra | | Ton age | \$25.00 | \$500.00 \$145,151.50 | \$168.00 | \$3,360.00 \$127,337.60 |
| Group 1. | B - Park Paving & Trails (upper 7" Concrete pavement | oark only) 1142 | SY | \$95.25 | \$108,775.50 | \$98.44 | \$112,418.48 |
| 2. | Concrete Curb and Gutter (24" 36" wide) | | LF | \$90.00 | \$19,080.00 | \$78.21 | \$16,580.52 |
| 3. | Subgrade Preparation - Lower | 1189 | SY | \$4.50 | \$5,350.50 | \$8.00 | \$9,512.00 |
| 4. | 8" Concrete Sidewalk - Lower and Upper | 568 | SF | \$12.75 | \$7,242.00 | \$19.47 | \$11,058.96 |
| 5. | 6" Concrete Sidewalk - Upper | 986 | SF | \$10.75 | \$10,599.50 | \$19.47 | \$19,197.42 |
| 6. | 5" Concrete Sidewalk - Upper | 6033 | SF | \$10.25 | \$61,838.25 | \$15.33 | \$92,485.89 |
| 7. | Beam Curb | 54 | LF | \$95.00 | \$5,130.00 | \$104.21 | \$5,627.34 |
| 8. | Detectable Warning Panels | 40 | SF | \$52.00 | \$2,080.00 | \$54.00 | \$2,160.00 |
| 9. | Bicycle Rack Pad - Upper | 2 | Each | \$2,000.00 | \$4,000.00 | \$4,000.00 | \$8,000.00 |
| 10. | Park Bench Pad - Upper (not shown on plans yet) | 10 | Each | \$1,800.00 | \$18,000.00 | \$4,000.00 | \$40,000.00 |
| 11. | Trash Receptacle Pad - Upper | 4 | Each | \$500.00 | \$2,000.00 | \$4,000.00 | \$16,000.00 |
| 12. | Handicap Parking Sign & Post | 4 | Each | \$350.00 | \$1,400.00 | \$600.00 | \$2,400.00 |
| 13. | Pavement Markings | 1 | LS | \$3,250.00 | \$3,250.00 | \$6,000.00 | \$6,000.00 |

Johnson's Park Improvement Project Bid Package 2 (upper park improvements) Bid Tabulation June 20, 2023 @ 3:00 pm

| | | | | Elkhorn Paving 702 W Benjam Norfolk, NE 6 | | A & R Constru PO Box 121 Plainview, NE | |
|--|---|----------|------|---|-----------------------------|--|-----------------------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL | UNIT COST | TOTAL |
| 14. | 2" HDPE Electrical Conduit Sleeve | 200 | LF | \$16.00 | \$3,200.00 | \$14.00 | \$2,800.00 |
| 15. | HDPE Irrigation Conduit Sleeve 2" | 200 | LF | \$16.00 | \$3,200.00 | \$14.00 | \$2,800.00 |
| 16. Subtot | Construct Curb Inlet, Norfolk Standard Type "D" al Group B - Park Paving & Trails | | Each | \$8,000.00 | \$16,000.00 \$271,145.75 | \$8,400.00 | \$16,800.00 \$363,840.61 |
| Group 1. | C - Utility Work (water, sanitary) 4" PVC Water Main, DR 18 | 60 | LF | \$136.00 | \$8,160.00 | \$149.22 | \$8,953.20 |
| 2. | 4" x 2" x 4" Reducing Tee, MJ | 1 | Each | \$731.00 | \$731.00 | \$905.00 | \$905.00 |
| 3. | 4" x 3" Reducer, MJ | 1 | Each | \$472.00 | \$472.00 | \$500.00 | \$500.00 |
| 4. | 6" x 4" x 6" Tee, MJ | 1 | Each | \$1,450.00 | \$1,450.00 | \$1,605.00 | \$1,605.00 |
| 5. | 4" Foster Adapter | 1 | Each | \$245.00 | \$245.00 | \$256.00 | \$256.00 |
| 6. | 4" Gate Valve and Box, MJ | 1 | Each | \$2,450.00 | \$2,450.00 | \$2,678.00 | \$2,678.00 |
| 7. | 3" Gate Valve and Box, MJ | 1 | Each | \$2,500.00 | \$2,500.00 | \$2,778.00 | \$2,778.00 |
| 8. | Connect to Existing Water Main | 1 | Each | \$4,875.00 | \$4,875.00 | \$4,359.00 | \$4,359.00 |
| 9. | 6" PVC Sanitary Sewer Main, SDR 35 | 45 | LF | \$130.00 | \$5,850.00 | \$134.11 | \$6,034.95 |
| 10. Subtot | Connect to Existing Sanitary Sewer Main al Group c - Utility Work | 1 | Each | \$4,400.00 | \$4,400.00 \$31,133.00 | \$4,000.00 | \$4,000.00 \$32,069.15 |
| Total Bid for Johnson's Park Improvement Project Bid Package 2 \$447,430.25 \$523,247.36 | | | | | | | |

S:\Depts\Engineering\Parks and Trails\Johnson's Park Improvement Project Bid Package 2-Upper Park Improvements\Cost

Estimates, Bid Tabs, Change Orders\BidTab.xlsx\
Engineering\Park Improvements\Cost

Change Order

PROJECT: (Name and address)

City of Norfolk - Norfolk Transfer Station

Site Improvements

610 East Monroe Avenue

Norfolk, Nebraska 68701

OWNER: (Name and address)

City of Norfolk 309 North 5th Street

Norfolk, Nebraska 68701

CONTRACT INFORMATION:

Contract For: General Construction

ARCHITECT: (Name and address)

Date: June 11, 2021

JEO Architecture, Inc.

2700 Fletcher Avenue

Lincoln, Nebraska 68504

Change Order Number: 004

Date: May 25, 2023

CONTRACTOR: (Name and address)

CHANGE ORDER INFORMATION:

Perry Reid Construction, LLC 2930 Ridge Line Rd. #116

Lincoln, Nebraska 68516

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Item No. 1

To provide and install a Mini-Split System with heating and cooling capacity.

The cost change to the Contract will be an ADD of: \$1,147.51

(Refer to the attached Change Order Request #015 from Perry Reid Construction, LLC dated March 16, 2022.)

Item No. 2

To provide and install a wall mounted electric unit heater within the Scale House restroom.

The cost change to the Contract will be an ADD of: \$486.00

(Refer to the attached Change Order Request #016 from Perry Reid Construction, LLC dated March 16, 2022.)

Item No. 3

To delete the requirement to provide pavement markings and site signage for the project.

The cost change to the Contract will be an DEDUCT of: \$6,840.00

(Refer to the attached Change Order Request #018 from Perry Reid Construction, LLC dated March 24, 2022)

Item No. 4

The Owner requested that a total of additional (4) pipe bollards to be installed.

The cost change to the Contract will be an ADD of: \$4,423.91

(Refer to the attached Change Order Request #020 from Perry Reid Construction, LLC dated May 26, 2022.)

Item No. 5

To remove an existing 480V service conduit, located between the tipping house and the existing scale house.

The cost change to the Contract will be an ADD of: \$1,357.22

(Refer to the attached Change Order Request #021 from Perry Reid Construction, LLC dated June 2, 2022.)

Item No. 6

To increase the allowances for testing and inspections.

The cost change to the Contract will be an ADD of: \$6,135.52

(Refer to the attached Change Order Request #022 from Perry Reid Construction, LLC dated September 12, 2022.)

Item No. 7

Credit for the sale of the existing truck scale.

The cost change to the Contract will be an DEDUCT of: \$10,000.00

(Refer to the attached Change Order Request #023 from Perry Reid Construction, LLC dated September 12, 2022.)

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User Notes:

Item No. 8

To replace the countertop backsplash within the Scale House to accommodate a larger sink.

The cost change to the Contract will be an ADD of: \$106.34

(Refer to the attached Change Order Request #024 from Perry Reid Construction, LLC dated September 12, 2022.)

Item No. 9

To reimburse to the Contractor for invoices received for electrical power.

The cost change to the Contract will be an ADD of: \$660.26

(Refer to the attached Change Order Request #025 from Perry Reid Construction, LLC dated November 16, 2022.)

Item No. 10

To change the overhead radiant heaters to a sidewall exhaust discharge configuration in lieu of a through roof exhaust discharge.

The cost change to the Contract will be an ADD of: \$836.06

(Refer to the attached Change Order Request #027 from Perry Reid Construction, LLC dated January 3, 2023.)

Item No. 11

To modify the electrical circuit serving the Owner provided welder.

Install (2) 90 amp 2 pole breakers, (2) 100 amp non-fusible disconnets, additional 140 linear feet of EMT conduit, and additional wire.

The cost change to the Contract will be an ADD of: \$1,309.10

(Refer to the attached Charge Order Request #032R2 from Perry Reid Construction, LLC dated April 10, 2023.)

Item No. 12

To upgrade the keypads that serve the operatable gate to allow for both "Toggle" and "Hold Open" operations.

The cost change to the Contract will be an ADD of: \$1,127,25

(Refer to the attached Change Order Request #033 from Perry Reid Construction, LLC dated May 22, 2023.)

Item No. 13

To extend the Substantial Completion Date from September 20, 2022 to May 15, 2023, the Contract time will be increase by (237) calendar days.

The TOTAL cost of this change order will be a ADD of: \$749.17

| The original Contract Sum was | \$ 4,350,000.00 |
|--|--------------------|
| The net change by previously authorized Change Orders | \$ 211,392.80 |
| The Contract Sum prior to this Change Order was | \$ 4,561,392.80 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 749.17 |
| The new Contract Sum including this Change Order will be | \$ 4,562,141.97 |

The Contract Time will be increased by two hundred thirty-seven (237) days. The new date of Substantial Completion will be May 15, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. final Change Order adjusts the Contract Sum and Substantial Completion Date of the Contract for all authorized construction change directives. The new Contract Sum and Substantial Completion Date indicated on this final Change Order shall close this project subject to warranty and remaining punch list items.

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User Notes:

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| JEO Architecture, Inc. | Perry Reid Construction, LLC | City of Norfolk |
|------------------------|--------------------------------------|------------------------|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| 5 | | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Ryan Dorfmeyer | Bryon Casper, Senior Project Manager | Josh Moenning, Mayor |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| May 26, 2023 | 5-26-2023 | |
| DATE | DATE | DATE |

Perry Reid Construction, LLC 2930 Ridge Line Rd Ste 116 Lincoln NE 68516

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 015

Date: 3/16/2022

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Change Scale House Mini-Split from Cooling-only to Heating & Cooling. Hyperheat Heat Pump Install and Labor. Per owner request at OAC Meeting #14 on 3/16/2022 and RFI #036, move heat pump to proposed location centered on west side of scale house, just below louver. Repair holes at previous heat pump location.

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 94,815.00 |
| Contract Amount Prior to this Change Order | 4,444,815.00 |
| Proposed Contract Amount of this Change Order | 1,147.51 |
| Proposed Contract Amount Including this Change Order | 4,445,962.51 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

Perry Reid Construction, LLC 2930 Ridge Line Rd Ste 116 Lincoln NE 68516

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 015

Date: 3/16/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|--------------------|-------------|--------------|------------------------|-----------------------|
| 01.3500 - Common | Labor | | | |
| Hole Repair | PRC | 1.00 LS | 90.00 | 90.00 |
| | | | Common Labor Total: | 90.00 |
| 01.7833 - Bonds | | | | |
| Bond | | 1.00 LS | 42.00 | 42.00 |
| | | | Bonds Total: | 42.00 |
| 23.0100 - HVAC Su | b | | | |
| Mini-Split | New | 1.00 LS | 2,755.00 | 2,755.00 |
| Move Lineset | Volkman | 1.00 LS | 418.00 | 418.00 |
| Mini-Split | Old | 1.00- LS | 2,323.49 | 2,323.49- |
| | | | HVAC Sub Total: | 849.51 |
| 99.0200 - Overhead | 1 | | | |
| Contractor Fee | | 1.00 LS | 166.00 | 166.00 |
| | | | Overhead Total: | 166.00 |
| | | | Change Order Total: | 1,147.51 |

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: 21-06

City of Norfolk-Transfer Station Site Improvem

610 E Monroe Norfolk, NE 68701

Perry Reid Construction

2930 Ridge Line Road

Lincoln, NE 68516

Р

CHANGE ORDER DATE:

CHANGE ORDER #:

06/08/2022

PROJECT #s:

21-107

DATE OF CONTRACT:

08/20/2021

FOR:

City of Norfolk-Transfer Station Site

7

Improvements

The Contract is changed as follows:

Change Order #7

TO:

Deduct(credit) for Trane mini split: (\$2,323.49)

| The original Contract Sum was | | | \$300, | 277.00 | |
|--|------------------------------------|-------------------------|--------------|------------|--|
| The net change by previously authorized Change Orders is | | | | \$8,871.58 | |
| The Contract Sum prior to this Change | Order was | | \$309,148.58 | | |
| The Contract Sum will be decreased by | this Change Order in the amount of | | (\$2,323.49) | | |
| The new Contract Sum including this Ch | nange Order will be | | \$306,825.09 | | |
| The Contract Time will be unchanged. | | | 0 | days. | |
| The date of Substantial Completion as of | of this Change Order therefore is | | Un | changed | |
| Not valid until signed by all partie | s below. | | | | |
| | Volkman Plumbing and Heating, Inc. | Perry Reid Construction | | | |
| ARCHITECT | CONTRACTOR | OWNER | | | |
| | 211 S 3rd Street | 2930 Ridge Line Road | | | |
| ADDRESS | ADDRESS | ADDRESS | | | |
| | Norfolk NE 68701 | Lincoln, NE 68516 | | | |
| | | | | | |
| BY (Signature) | BY (Signature) | BY (Signature) | | | |
| | | Bryon Casper | | | |
| (Typed Name) | (Typed Name) | (Typed Name) | | | |
| DATE | DATE | DATE | | | |

Quantum Software Solutions, Inc. Document

CHANGE ORDER

| OWNER | |
|------------|--|
| ARCHITECT | |
| CONTRACTOR | |
| FIELD | |
| OTHER | |

PROJECT: 21-06 CHANGE ORDER #: 4

City of Norfolk-Transfer Station Site Improvem

610 E Monroe

CHANGE ORDER DATE:

DATE OF CONTRACT:

03/16/2022

Norfolk, NE 68701

PROJECT #s:

21-107

TO: Perry Reid Construction

2930 Ridge Line Road

08/20/2021

Lincoln, NE 68516

FOR:

City of Norfolk-Transfer Station Site

Improvements

The Contract is changed as follows:

Change Order #4

Add Hyperheat heat pump (NTXWPH12B112AA & NTXSPB12B112AA) for the sum of:

\$ 2,755.00

Breakdown:

Material \$2504.55 10% OHP \$250.45 TOTAL \$2,755.00

Special Note on lead time: There are a few in stock as of 3/15, but cannot be reserved. It depends on if they are still available when we order. If we cannot get them from stock, the indoor unit lead time is about 8-10 weeks and the outdoor unit is about 12-15 weeks out.

| The original Contract Sum was | \$300,277.00 | | |
|--|--------------|--|--|
| The net change by previously authorized Change Orders is | \$8,031.00 | | |
| The Contract Sum prior to this Change Order was | \$308,308.00 | | |
| The Contract Sum will be increased by this Change Order in the amount of | \$2,755.00 | | |
| The new Contract Sum including this Change Order will be \$3 | | | |
| The Contract Time will be increased by | 0 days. | | |
| The date of Substantial Completion as of this Change Order therefore is | | | |

Not valid until signed by all parties below.

| | Volkman Plumbing and Heating, Inc. | Perry Reid Construction |
|----------------|------------------------------------|-------------------------|
| ARCHITECT | CONTRACTOR | OWNER |
| | 211 S 3rd Street | 2930 Ridge Line Road |
| ADDRESS | ADDRESS | ADDRESS |
| | Norfolk NE 68701 | Lincoln, NE 68516 |
| BY (Signature) | BY (Signature) | BY (Signature) |
| | | Bryon Casper |
| (Typed Name) | (Typed Name) | (Typed Name) |
| DATE | DATE | DATE |

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CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: 21-06 CHANGE ORDER #: 6

City of Norfolk-Transfer Station Site Improvem

610 E Monroe Norfolk, NE 68701 CHANGE ORDER DATE:

03/16/2022

PROJECT #s: 21-107

DATE OF CONTRACT: 08/20/2021

FOR: City of Norfolk-Transfer Station Site

Improvements

TO: Perry Reid Construction

2930 Ridge Line Road Lincoln, NE 68516

The Contract is changed as follows:

Change Order #6

Cost to move the lineset as requested for the sum of:

\$418.00

Material \$ 130.00 Labor \$ 250.00 OHP \$ 38.00 TOTAL \$ 418.00

| The original Contract Sum was | \$300,277.00 |
|--|--------------|
| The net change by previously authorized Change Orders is | \$8,031.00 |
| The Contract Sum prior to this Change Order was | \$308,308.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$418.00 |
| The new Contract Sum including this Change Order will be | \$308,726.00 |
| The Contract Time will be unchanged. | 0 days. |
| The date of Substantial Completion as of this Change Order therefore is | Unchanged |

Not valid until signed by all parties below.

| | Volkman Plumbing and Heating, Inc. | Perry Reid Construction |
|----------------|------------------------------------|-------------------------|
| ARCHITECT | CONTRACTOR | OWNER |
| | 211 S 3rd Street | 2930 Ridge Line Road |
| ADDRESS | ADDRESS | ADDRESS |
| | Norfolk NE 68701 | Lincoln, NE 68516 |
| BY (Signature) | BY (Signature) | BY (Signature) |
| | | Bryon Casper |
| (Typed Name) | (Typed Name) | (Typed Name) |
| DATE | DATE | DATE |

Quantum Software Solutions, Inc. Document

Cameron Zelei

From: Justin Lilly <justin@VolkmanInc.com> Sent: Wednesday, March 16, 2022 8:02 AM

To: Cameron Zelei; Danielle Otto; Paul Gohring; Justin Lilly; Aaron Volkman; Jim Kimmel

Subject: Fwd: Scale House HVAC Changes

See below response from trane on lead times for that mini split.

Sent from my Verizon, Samsung Galaxy smartphone Get Outlook for Android

From: Clausen, Josh < Josh.Clausen@trane.com> Sent: Tuesday, March 15, 2022, 12:05 PM To: Justin Lilly <justin@VolkmanInc.com>

Justin,

It looks like they might have a few in stock at our distribution center in St. Louis. However, we can't reserve these so it would just depend on if they are still available when we enter the order.

If we can't get them from stock, it looks like the indoor unit is about 8-10 weeks out and the outdoor unit is 12-15 weeks out...

Thanks!

Josh Clausen

Account Manager Trane 7800 O Street, Suite 101 Lincoln, NE 68510 Office: 402-327-2982 Fax: 402-438-9221 Mobile: 402-416-2192

E-mail: Josh.Clausen@Trane.com

www.trane.com







Please consider the environment before printing this document and/or any attachments it may contain

From: Justin Lilly <justin@VolkmanInc.com> Sent: Tuesday, March 15, 2022 12:27 PM To: Clausen, Josh < Josh. Clausen@trane.com> **Subject:** Fwd: Scale House HVAC Changes

NTXWPH12B112AA & NTXSPB12B112AA 12,000 BTU/H DELUXE WALL-MOUNTED INDOOR UNIT 12,000 BTU/H HYPER-HEATING OUTDOOR UNIT W/BASE PAN





Job Name:

System Reference: **HyperHeat Option** Date:







INDOOR UNIT FEATURES

- · Slim wall-mounted indoor units provide zone comfort control
- · Dual Barrier Coating applied to the heat exchanger, vanes and fan to prevent hydrophilic and hydrophobic dirt build-up
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- 3D i-see Sensor® enables advance features:
 - o Indirect or Direct Airflow for personalized comfort
 - o Absence Detection for energy-saving mode
- Double Vane features:
 - o Separates airflow to deliver air across a large area
 - o Simultaneously deliver to air separate sections of a room
 - o Generates more comfortable natural airflow pattern
- · Multiple control options available:
 - o Back-lit screen handheld remote controller (provided with unit)
 - o kumo cloud® smart device app for remote access
 - $\circ \ \ \, \text{Third-party interface options}$
 - o Wired or wireless controllers
- Triple-action Filtration: Nano Platinum Filter, Deodorizing Filter, & Electrostatic Anti-Allergy Enzyme Filter
- · Hot-Start Technology: no cold air rush at equipment startup or when restarting after Defrost Cycle
- · Quiet operation

OUTDOOR UNIT FEATURES

- · INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- Pro-Heat plus offers 100% heating capacity at -5° and 70% to 81% heating capacity at -13° F
- · Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
- · Built-in base pan heater

SPECIFICATIONS: NTXWPH12B112AA & NTXSPB12B112AA

| | Maximum Capacity | BTU/H | 12 600 |
|-----------------------------------|---|---------------------|--|
| | | BTU/H | 13,600 12,000 |
| | Rated Capacity | | · · · · · · · · · · · · · · · · · · · |
| | Minimum Capacity | BTU/H | 2,500 |
| Cooling at 95°F1 | Maximum Power Input | W | 1,150 |
| | Rated Power Input | W | 870 |
| | Moisture Removal | Pints/h | 1.9 |
| | Sensible Heat Factor | | 0.83 |
| | Power Factor | % | 94.0/94.0 |
| | Maximum Capacity | BTU/H | 21,000 |
| | Rated Capacity | BTU/H | 12,300 |
| Heating at 47°F ² | Minimum Capacity | BTU/H | 3,700 |
| | Maximum Power Input | W | 1,980 |
| | Rated Power Input | W | 850 |
| | Power Factor | % | 94.0/94.0 |
| | Maximum Capacity | BTU/H | 17,410 |
| Heating at 17°F3 | Rated Capacity | BTU/H | 8,400 |
| Treating at 17 1 | Maximum Power Input | W | 1,990 |
| | Rated Power Input | W | 740 |
| Heating at 5°F4 | Maximum Capacity | BTU/H | 14,690 |
| Treating at 5 T | Maximum Power Input | W | 1,910 |
| Heating at -5°F6 | Maximum Capacity | BTU/H | 12,300 |
| Heating at -13°F7 | Maximum Capacity | BTU/H | 11,000 |
| | SEER | | 26.1 |
| | EER¹ | | 13.8 |
| | HSPF [IV] | | 12.0 |
| | COP at 47°F2 | | 4.24 |
| Efficiency | COP at 17°F at Maximum Capacity ³ | | 2.56 |
| | COP at 5°F at Maximum Capacity ⁴ | | 2.07 |
| | COP at -5°F at Maximum Capacity ⁶ | | 2.07 |
| | COP at -13°F at Maximum Capacity ⁷ | | 1.92 |
| | ENERGY STAR® Certified | | Yes |
| | Voltage, Phase, Frequency | | 208/230, 1, 60 |
| | Guaranteed Voltage Range | V AC | 187 - 253 |
| | Voltage: Indoor - Outdoor, S1-S2 | V AC | 208/230 |
| | Voltage: Indoor - Outdoor, S2-S3 | V DC | 24 |
| Electrical | Short-circuit Current Rating [SCCR] | kA | 5 |
| | Recommended Fuse/Breaker Size (Oudoor) | A | 15 |
| | Recommended Wire Size [Indoor - Outdoor] | AWG | 14 |
| | Power Supply | 7.1.10 | Indoor unit is powered by the outdoor unit |
| | MCA | A | 1.0 |
| | Fan Motor Full Load Amperage | A | 0.65 |
| | Fan Motor Output | W | 40 |
| | Fan Motor Type | *** | DC Motor |
| | Airflow Rate at Cooling, Dry | CFM | 137–167–221–304–424 |
| | | CFM | 117–143–190–261–364 |
| | Airflow Rate at Cooling, Wet Airflow Rate at Heating, Dry | CFM | 155-226-282-367-454 |
| | | | |
| Indoor Unit | Sound Pressure Level [Cooling] | dB[A] | 21–24–29–36–44 |
| | Sound Pressure Level [Heating] | dB[A] | 21–28–32–38–43 |
| | Drain Pipe Size | In. [mm] | 5/8 [15.88] |
| | Coating on Heat Exchanger | | Dual Barrier Coating |
| | External Finish Color | W. D. III. | Munsell 1.0Y 9.2/0.2 |
| | Unit Dimensions | W x D x H: In. [mm] | 36-7/16 x 9-3/16 x 12 (+11/16) [925 x 234 x 305 (+17)] |
| | Package Dimensions | W x D x H: In. [mm] | 39 x 12-1/4 x 15-1/2 [990 x 310 x 400] |
| | Unit Weight | Lbs. [kg] | 29 [13.5] |
| | Package Weight | Lbs. [kg] | 34 [15.4] |
| Indoor Unit Operating Temperature | Cooling Intake Air Temp [Maximum / Minimum]* | °F | 90 DB, 73 WB / 67 DB, 57 WB |
| Range | Heating Intake Air Temp [Maximum / Minimum] | °F | 80 DB / 70 DB |

Conditions

NOTES: AHRI Rated Conditions

(Rated data is determined at a fixed compressor speed)

¹Cooling (Indoor // Outdoor) ²Heating at 47°F (Indoor // Outdoor) ³Heating at 17°F (Indoor // Outdoor)

80 DB, 67 WB // 95 DB, 75 WB 70 DB, 60 WB // 47 DB, 43 WB 70 DB, 60 WB // 17 DB, 15 WB °F °F °F

⁴Heating at 5°F (Indoor // Outdoor) ⁵Heating at -4°F (Indoor // Outdoor) ⁶Heating at -5°F (Indoor // Outdoor)

70 DB, 60 WB // 5 DB, 4 WB 70 DB, 60 WB // -4 DB, -5 WB 70 DB, 60 WB // -5 DB, -6 WB

⁷Heating at -13°F (Indoor // Outdoor) 70 DB, 60 WB // -13 DB, -14 WB

^{*}Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):

• Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

^{**}Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):

• System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SPECIFICATIONS: NTXWPH12B112AA & NTXSPB12B112AA

| | MCA | | | A | 10.0 | |
|--|--|--|---------------------|---|--|--|
| | MOCP | | | A | 15 | |
| | | I Load Amperage | | A | 0.5 | |
| | Fan Motor Ou | | | W | 55 | |
| | Airflow Rate | | | CFM | 1215/1201 | |
| | Refrigerant Co | ontrol | | | LEV | |
| | Defrost Method | | | Reverse Cycle | | |
| | Coating on Heat Exchanger | | | Blue Fin Coating | | |
| | Sound Pressure Level, Cooling ¹ | | dB(A) | 49 | | |
| | Sound Pressure Level, Heating ² | | | dB(A) | 51 | |
| Outdoor Unit | Compressor T | | | (-) | Twin Rotary | |
| | Compressor Model | | | | SNB140FQUMT | |
| | <u> </u> | Rated Load Amps | | A | 9.2 | |
| | <u> </u> | ocked Rotor Amps | | A | 7.4 | |
| | <u> </u> | Dil Type // Charge | | OZ. | FV50S // 0.35 | |
| | External Finis | ,, o | | | Munsell 3Y 7.8/1.1 | |
| | Base Pan Heater | | | Built-in | | |
| | Unit Dimensions | | W x D x H: In. [mm] | 31-1/2 x 11-1/4 x 21-5/8 [800 x 285 x 550] | | |
| | Package Dime | ensions | | W x D x H: In. [mm] | 37 x 15 x 24-1/2 [940 x 380 x 630] | |
| | Unit Weight Lbs. [kg] | | 84 [38] | | | |
| | Package Weig | | | Llos. [klo] | YYYYY91 KI 1 YYYYYY | |
| | | mp [Maximum / Minimum]* | | °F | 115 DB / 14 DB | |
| Outdoor Unit Operating Temperature | Cooling Thern | nal Lock-out / Re-start Temperatures** | | °F | -4 / 0 | |
| Range | Heating Air Temp [Maximum / Minimum] | | °F | 75 DB, 65 WB / -13 DB, -14 WB | | |
| (, | Heating Therr | nal Lock-out / Re-start Temperatures** | | °F | 4 −18 / −14 | |
| | Type \ | للللللللل | ک | لللا | \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | |
| Refrigerant | Charge | | | Lbs, oz | 2, 9.0 | |
| Reingerani | Chargeless Pi | ping Length | | Ft. [m] | 25.0 [7.5] | |
| | Additional Ref | rigerant Charge Per Additional Piping Length | | oz./Ft. [g/m] | 0.216 [20] | |
| | Gas Pipe Size | O.D. [Flared] | | In.[mm] | 3/8 [9.52] | |
| | Liquid Pipe Si | ze O.D. [Flared] | | In.[mm] | 1/4 [6.35] | |
| Piping | Maximum Pip | ing Length | | Ft. [m] | 65 [20] | |
| | Maximum Hei | ght Difference | | Ft. [m] | 40 [12] | |
| | Maximum Nur | mber of Bends | | | 10 | |
| NOTES: AHRI Rated Conditions (Rated data is determined at a fixed comp | ressor speed) | ² Heating at 47°F (Indoor // Outdoor) °F | 70 DE | 3, 67 WB // 95 DB, 75 3, 60 WB // 47 DB, 43 3, 60 WB // 17 DB, 15 | WB / | |
| Conditions | | ⁵ Heating at -4°F (Indoor // Outdoor) °F ⁶ Heating at -5°F (Indoor // Outdoor) °F | 70 DE 70 DE | 3, 60 WB // 5 DB, 4 WB 3, 60 WB // -4 DB, -5 W 3, 60 WB // -5 DB, -6 W 3, 60 WB // -13 DB, -14 | VB / VB | |

^{*}Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):

• Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

^{**}Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):

• System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

INDOOR UNIT ACCESSORIES: NTXWPH12B112AA

| | BACnet® and Modbus® Interface | □ PAC-UKPRC001-CN-1 |
|----------------------------|---|---------------------|
| | CN24 Relay Kit | ☐ CN24RELAY-KIT-CM3 |
| | IT Extender | □ PAC-WHS01IE-E |
| | kumo station® for kumo cloud® | □ TAC-WHS01HC-E |
| Control Interface | Lockdown bracket for remote controller | □ RCMKP1CB |
| | System Control Interface | □ MAC-334IF-E |
| | Thermostat Interface | □ PAC-US444CN-1 |
| | USNAP Adapter | □ PAC-WHS01UP-E |
| | Wireless Interface for kumo cloud® | □ PAC-USWHS002-WF-2 |
| Remote Sensor | Wired Remote Sensor | □ M21EAA307 |
| Remote Sensor | Wireless temperature and humitity sensor for kumo cloud® | □ PAC-USWHS003-TH-1 |
| | Deluxe Wired MA Remote Controller [†] | □ TAR-40MAAU |
| Wired Remote Controller | Simple MA Remote Controller [†] | □ TAC-YT53CRAU-J |
| | Touch MA Controller [†] | □ TAR-CT01MAU-SB |
| Wireless Remote Controller | Yumoyouch Regiting Wigeless Congoller Y | Y DYMHK2 YYYY |
| Y | Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended] | ▼ X87-721 |
| | Blue Diamond (MicroBlue) Mini Chindelhsatel Pumb (110/208/2301/) up to 18,000 BTU/H | _\x86\b03\\\\ |
| | Blue Diamond Alarm Extension Cable—6.5 Ft. | □ C13-192 |
| | Blue Diamond MultiTank — collection tank for use with multiple pumps | □ C21-014 |
| Condensate | Blue Diamond Sensor Extension Cable — 15 Ft. | □ C13-103 |
| | Drain Pan Level Sensor/Control | □ SS610E |
| | Fascia Kit for MicroBlue Pump, mounts the MicroBlue and sensor directly beneath indoor unit | □ T18-016 |
| | Sauermann Condensate Pump | □ SI30-230 |
| D: 10 "11 | (30A/600V/UL) [fits 2" X 4" utility box] - Black | □ TAZ-MS303 |
| Disconnect Switch | (30A/600V/UL) [fits 2" X 4" utility box] - White | □ TAZ-MS303W |
| | Electro Static Anti-allergy Enzyme Filter | □ MAC-2330FT-E |
| Filter | Platinum Deodorizing Filter | □ MAC-3000FT-E |
| | 15' x 1/4" x 15' / 3/8" Lineset (Twin-Tube Insulation) | □ MLS143812T-15 |
| | 30' x 1/4" x 30' / 3/8" Lineset (Twin-Tube Insulation) | □ MLS143812T-30 |
| Lineset | 50' x 1/4" x 50' / 3/8" Lineset (Twin-Tube Insulation) | □ MLS143812T-50 |
| | 65' x 1/4" x 65' / 3/8" Lineset (Twin-Tube Insulation) | □ MLS143812T-65 |
| | | 201.00121.00 |

NOTES:

*Requires MAC-334IF-E

*Nv-Series EZ FIT® Recessed Ceiling Cassette, Floor-mount and Wall-mount Allows indoor units to connect to an MA Controller:

Deluxe MA Remote Controller

Simple MA Controller

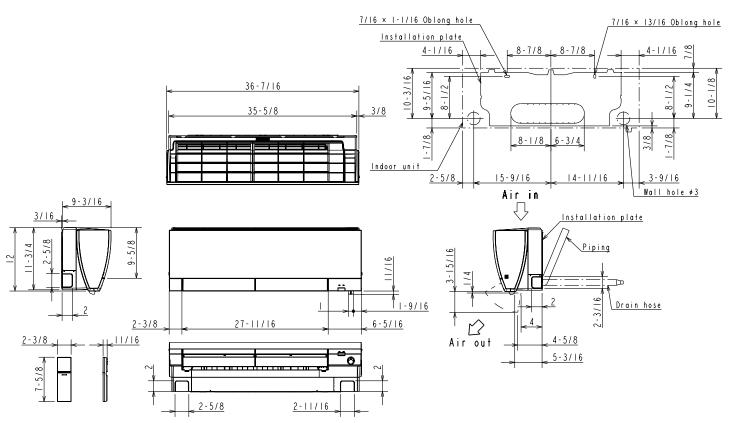
Touch MA Controller

OUTDOOR UNIT ACCESSORIES: NTXSPB12B112AA

| Air Outlet Guide | | Air Outlet Guide | □ PAC-ADG881AA-E |
|------------------|---|--|------------------|
| Drain Socket | | Drain/Socklet YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY | MAC-811DS |
| Hail Guards | > | Hail Guard | ₩ HG-B4 |
| | | 14 Gauge 4 Wire MiniSplit Cable—250 ft. yoll | SX44-260 |
| Mini-Split Wire | | 14 Gauge, 4 wire MiniSplit Cable—50 ft. roll | □ S144-50 |
| Mini-Spil Wife | | 16 Gauge, 4 wire MiniSplit Cable—250 ft. roll | □ S164-250 |
| | | 16 Gauge, 4 wire MiniSplit Cable—50 ft. roll | □ S164-50 |
| Mounting Pad | | Condensing Unit Mounting Pad: 16" x 36" x 3" | □ ULTRILITE1 |
| | | Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic | □ DSD-400P |
| Stand | | 18" Single Fan Stand | □ QSMS1801M |
| | | 24" Single Fan Stand | □ QSMS2401M |
| | | Condenser Wall Bracket | □ QSWB2000M-1 |
| | | Condenser Wall Bracket - Stainless Steel Finish | □ QSWBSS |
| | | Outdoor Unit Stand — 12" High | □ QSMS1201M |

INDOOR UNIT DIMENSIONS: NTXWPH12B112AA

Unit: inch



(06/09/12 KBTU/H)

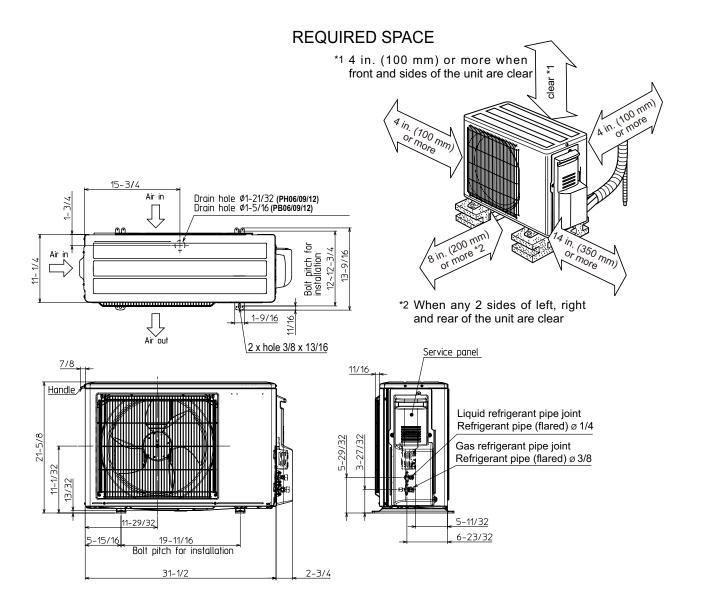
| | (| | | | | |
|------------|-------------|---|--|--|--|--|
| βι | Insulation | | | | | |
| <u>-</u> | Liquid line | ♦1/4 19-11/16 (Flared connection ♦1/4) | | | | |
| ۵ | Gas line | ♦3/8 16-15/16 (Flared connection ♦3/8) | | | | |
| Drain hose | | Insulation #1-1/8 Connected part #5/8 O.D | | | | |

(15/18 KBTU/H)

| ച Insulation | | | | | |
|--------------|------------|---|--|--|--|
| ا ا | iquid line | ♦1/4 19-11/16 (Flared connection ♦1/4) | | | |
| <u>a</u> | Gas line | ♦3/8 16-15/16 (Flared connection ♦1/2) | | | |
| Dro | in hose | Insulation #1-1/8 Connected part #5/8 O.D | | | |

OUTDOOR UNIT DIMENSIONS: NTXSPB12B112AA

Unit: inch







Perry Reid Construction, LLC 2930 Ridge Line Rd Ste 116 Lincoln NE 68516

www.BuildPRC.com (402) 488-1666 (402) 682-8741



Change Order Request

COR Number: 016

Date: 3/16/2022

Project Number: 21107 Contract Date: 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change: Supply and Install EUH-1 per RFI #034

Project Original Contract Sum 4,350,000.00 Total of Previously Approved Change Orders 94,815.00 Contract Amount Prior to this Change Order 4,444,815.00 Proposed Contract Amount of this Change Order 486.00 Proposed Contract Amount Including this Change Order 4,445,301.00

| ccepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner <i>(Company Name)</i> | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

www.BuildPRC.com (402) 488-1666 (402) 682-8741



Change Order Request

COR Number: 016

Date: 3/16/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|------------------|-----------------|--------------|------------------------|-----------------------|
| 01.7833 - Bonds | | | | |
| Bond | | 1.00 LS | 6.00 | 6.00 |
| | | | Bonds Total: | 6.00 |
| 23.0100 - HVAC | Sub | | | |
| EUH-1 | | 1.00 LS | 456.50 | 456.50 |
| | | | HVAC Sub Total: | 456.50 |
| 99.0200 - Overhe | ead | | | |
| Contractor's F | - ee | 1.00 LS | 23.50 | 23.50 |
| | | | Overhead Total: | 23.50 |
| | | | Change Order Total: | 486.00 |

CHANGE ORDER

| OWNER | |
|------------|--|
| ARCHITECT | |
| CONTRACTOR | |
| FIELD | |
| OTHER | |

PROJECT: 21-06 CHANGE ORDER #: 5

City of Norfolk-Transfer Station Site Improvem

610 E Monroe Norfolk, NE 68701 CHANGE ORDER DATE: 03/16/2022

PROJECT #s: 21-107

TO: Perry Reid Construction DATE OF CONTRACT: 08/20/2021

2930 Ridge Line Road Lincoln, NE 68516

FOR: City of Norfolk-Transfer Station Site

Improvements

The Contract is changed as follows:

Change Order #5

RFI 034

We propose to furnish and install EUH-1 Model H3052T2DWB for the sum of:

\$ 456.50

Breakdown:

Labor \$ 75.00 Material \$ 340.00 OHP 10% \$ 41.50 TOTAL \$ 456.50

| The original Contract Sum was | \$300,277.00 | | |
|--|--------------|--|--|
| The net change by previously authorized Change Orders is | \$8,031.00 | | |
| The Contract Sum prior to this Change Order was | \$308,308.00 | | |
| The Contract Sum will be increased by this Change Order in the amount of | \$456.50 | | |
| The new Contract Sum including this Change Order will be | \$308,764.50 | | |
| The Contract Time will be unchanged. | 0 days. | | |
| The date of Substantial Completion as of this Change Order therefore is | Unchanged | | |

Not valid until signed by all parties below.

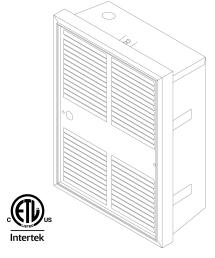
| | Volkman Plumbing and Heating, Inc. | Perry Reid Construction |
|----------------|------------------------------------|---------------------------|
| ARCHITECT | CONTRACTOR | OWNER |
| | 211 S 3rd Street | 2930 Ridge Line Road |
| ADDRESS | ADDRESS | ADDRESS |
| | Norfolk NE 68701 | Lincoln, NE 68516 |
| BY (Signature) | BY (Signature) | BY (Signature) |
| | | |
| | | Bryon Casper |
| (Typed Name) | (Typed Name) | Bryon Casper (Typed Name) |

Quantum Software Solutions, Inc. Document



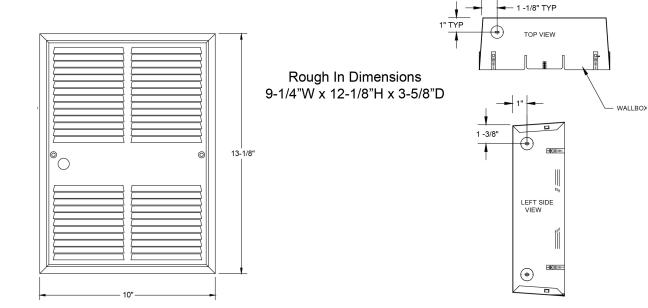


| SALES ORDER NO. | | QUOTE | 59HFJ |
|-----------------|----------------------------------|-------|------------|
| CUSTOMER | | DATE: | 03/16/2022 |
| PROJECT | Norfolk Transfer Station RFI 034 | | |
| SALES REP | | | |
| ENGINEER | | | |
| CONTRACTOR | | | |
| SUBMITTED BY | Airside | | |
| APPROVED BY | | | |
| APPROVED BY | | | |

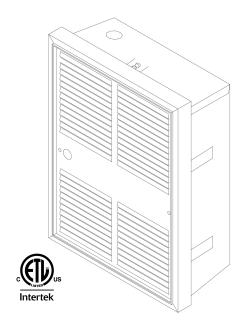


| | SUBMITTAL DATA SHEET | | | | | | | |
|-----------|----------------------|-----|--------------------|---------|-------|------|------------|------------|
| QTY | MODEL | TAG | WATTAGE | VOLTS | PHASE | AMPS | DISCONNECT | THERMOSTAT |
| 1 | H3052T2DWB | | 750/1000/1500/2000 | 208/240 | 1 | 8.3 | INCLUDED | INCLUDED |
| NOTES (CD | | • | • | • | | | • | • |

NOTES/SPECIAL INSTRUCTIONS:



- Heavy-duty 18 gauge steel construction
- Powder coated paint finish
- Steel block flin element
- All units equipped with automatic over-heat limit protection
- Propeller style fan blad produces 100 CFM
- Dual wattage and voltage units available for 208/240 volts
- Surface Mounting Frames available for non-recessed and semi-recessed applications
- Units built with factory installed Tamper-Proof Thermostats, Automatic Fan Purge and Disconnect (see catalog for additional options)
- Made in U.S.A.



Standard Models

| MFG CATALOG NUMBER | MFG MODEL NUMBER | SELECTABLE INSTALLATION WATTS | MAX BTUs | VOLTS | MAX AMPS | |
|-----------------------|--|--|-------------|-----------|-------------|--|
| | TAMPERPROOF IN-BUILT DOUBLE POLE THERMOSTAT (40° - 100° TEMPERATURE RANGE) | | | | | |
| 09962102 | E3055T2DWB | 750 or 1500 | 5120 | 120 | 12.5 | |
| 09962202 | E3058T2DWB | 900 or 1800 | 6143 | 120 | 15.0 | |
| 09962502 | F3052T2DWB | 1000 or 2000 | 6826 | 208 | 8.3 | |
| 09456902 | F30522T2DWB | 500 or 750 or 1000 or 1250 or 1500 or 1750 or 2250 | 7680 | 208 | 10.8 | |
| 09962802 | H3052T2DWB | 750 or 1000 - 1500 or 2000 | 6826 | 208 / 240 | 8.3 | |
| 09457202 | H30522T2DWB | 500 or 750 or 1000 or 1250 or 1500 or 1750 or 2250 | 7680 | 240 | 9.4 | |
| 09963102 | G3052T2DWB | 2000 | 6826 | 277 | 7.2 | |

Accessories

| MFG CATALOG NUMBER | MFG MODEL NUMBER | DESCRIPTION |
|-----------------------|---------------------|------------------------|
| 09969402 | 305EX8 | 1" EXTENDER |
| 09969302 | 305EX16 | 2" EXTENDER |
| 09969202 | 305EX32 | 4" SURFACE MOUNT FRAME |

Note: Please see Draft Barrier Heaters - General Product Information in catalog for custom color availability.

Phone: (402) 488-1666 Fax: (402) 682-8741



Document: 00000034

Date: 3/14/2022

REQUEST FOR INFORMATION

EUH-1 Scale House **Due:**

Ref #: 034

Priority: Normal **Status:** Open

RFI Type: -

Descr:

Project:

21107 - Norfolk Transfer Station Site Improve

Cost Code: N/A

600 E Monroe Avenue Norfolk NE 68701 CMR: N/A

To: Ryan Dorfmeyer

JEO Consulting Group, Inc. 2700 Fletcher Avenue Lincoln NE 68504 From: Cameron Zelei

Perry Reid Construction, LLC 2930 Ridge Line Rd Ste 116

Lincoln NE 68516

3/17/2022

QUESTION:

Per Sheet M3.1 Detail "Scale House - Floor Plan - Mechanical", EUH-1 is shown. EUH-1 is not clarified in an equipment schedule on Sheet M5.2.

Please provide information on what is to be provided.

ANSWER:

Provide the following:

| | ELECTRIC UNIT HEATER SCHEDULE | | | | | | | |
|-------|-------------------------------|-------------------|---------------|------------------------------|----------------------------|--------------|------------|---------|
| MARK | SERVES | LOCATION | CONFIGURATION | HEATING CAPACITY (MBH) | DIMENSIONS (LxWxH) (IN) | MANUFACTURER | MODEL | REMARKS |
| EUH-1 | UNISEX TOILET | UNISEX TOILET 303 | RECESSED | 5.10 | 11x4x13 | QMARK | CWH1202DSF | 1 |

REMARKS:

Steve Ford Alvine Engineering

3/14/2022

^{1.} SEE ELECTRICAL COORDINATION SCHEDULE ON ELECTRICAL SHEETS FOR ELECTRICAL DATA.

www.BuildPRC.com (402) 488-1666 (402) 682-8741



Change Order Request

COR Number: 018

Date: 3/24/2022

Project Number: 21107 Contract Date: 6/11/2021

| То: | Project: |
|---|--|
| City of Norfolk 309 N 5th Street Norfolk NE 68701 | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |
| Description of Change: | |
| Credit for base bid pavement markings and site signage | |

Credit for base bid pavement markings and site signage

Project Original Contract Sum

4,350,000.00

Total of Previously Approved Change Orders

118,697.70

Contract Amount Prior to this Change Order

4,468,697.70

Proposed Contract Amount of this Change Order

(6,840.00)

Proposed Contract Amount Including this Change Order

4,461,857.70

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | <u> </u> |

www.BuildPRC.com (402) 488-1666 (402) 682-8741



Change Order Request

COR Number: 018

Date: 3/24/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|------------------|---------------|--------------|------------------|-----------------------|
| 32.1700 - Paving | g Specialties | | | |
| Striping | | 1.00- LS | 3,240.00 | 3,240.00- |
| Signage | | 24.00- LS | 150.00 | 3,600.00- |
| | | Paving Sp | ecialties Total: | 6,840.00- |
| | | Chan | ge Order Total: | 6,840.00- |

"Done once...done right!" 2835 O'Malley Dr. • Lincoln, NE 68516 Office: 402-477-7060

Email: office@arrowstripinginc.com

Visit our website @ www.arrowstripinginc.com

Women Owned - Minority - Small Business

BID PROPOSAL

Norfolk Transfer Station 610 E. Monroe Ave. Norfolk, NE April 9, 2021

Bid Proposal as Follows:

Layout and paint new pavement markings-approximately 900 lin.ft. of 4" parking lines, 325 lin.ft. of 4" single lane line, 984 lin.ft. of 4" x 6' skips, 1 gore, 1 symbol only handicap parking stall with 1350 lin.ft. of 4" crosshatched access aisle and misc. crosshatched areas, 4 each 1 lane stop bars, 2 each 3 lane stop bars and 5 city standard directional arrows using federal spec, traffic paint. (Bid includes 1 mobilization — Additional mobilizations will be billed at \$1000.00 per each additional mobilization)

Base Bid Price \$3,240.00

Please Note: If you need different pricing please let us know. If we are hired to complete the project and things are different, we will count all work completed and bill accordingly. Pricing is based on 1 coat of paint. Based on plan pages C1.4 & C3.4 dated 2/2021. No info, dimensions or details given on the plans.

Additional Bids and Alternate Bids are provided in conjunction with the Base Bid and are not offered as a separate bid item. Work is to be done in conjunction with the Base Bid or add for additional mobilizations as listed above.

Additional Bid-Signage-

Supply and install I each A.D.A. regulation handicap parking sign M.U.T.C.D. engineer grade 12" X 18" (with Van Accessible as needed) on I each 9 ft. 2# green u-channel sign set in the soil. Does not include concrete footing or core drilling the hole if in a hard surface. (On hard surface applications the Prime contractor will need to core drill holes a cotect area using a form tube.)

ADD to the Base Bid Price \$150.00

If a Separate Bond is required add 3.5% to the total deliar amount being accepted with a minimum Bond Billing of \$250.00. If Bond is deducted by percentage from payments add required percentage to the Base Bid. If any dues are required add the cost of the dues in addition to the bid price (example AGC dues)

Notes

ALL INFORMATION CONTAINED HERE IN IS TO BE KEPT CONFIDENTIAL.

Taxes not included. We are an Option 2 Contractor.

Surveying, Traffic Control & Flaggers not included.

Davis Bacon wages Not included.

Until the ground temperature is 50 degrees F and rising, we will not be able to warranty our work.

No paint shall be applied when the unblent air temperature as measured in the shade, is below 50 degree F, when the surface is wet or damp, or when the huntdity exceeds 85 percent.

Areas of pavement marking need to be kept in or returned to a reasonably clean state before we can paint the pavement. Making sure that the surface is cleaned and ready to be painted is the responsibility of the Prime Contractor or Owner.

The following guidelines are the standards that our company requires in order to start with a clean lot as per our bid proposal. : FAA Circular — Spec. 620-3.3 - Immediately before application of the paint, the surface shall be dry & free from dirt, grease, oil, laftance, or other foreign materials which would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and toose materials. Paint shall not be applied to Portland coment concrete pavement until the areas to be painted are clean of ouring material. Sandblasting or high pressure water shall be used to remove curing materials.

Note Adverse conditions will affect the performance of the pavement markings. When the surface is dirty or the concrete has not cured the paint will not bond properly and will cause the paint to fall prematurely. Adverse weather conditions can also cause the paint to fall prematurely. We require a 30 day cure time on concrete for the cure to come off and the moisture content to dissipate. We do understand that sometimes this is not possible and we can certainly paint anytime that is needed-however everyone needs to be aware that when painting early you may lose some of the markings, all of the markings or maybe none of the markings. It also voids any warranty.

Areas to be painted need to be free of obstructions (dirt piles, trailers, vehicles, dumpsters, etc...)

Insured requirements above our standard policy will be added to the Base Bid at the rate as charged by our insurance company. These items are payable per policy period, Our policy renews every year on May 22nd, CALL OUR OFFICE IF YOU WOULD LIKE TO SEE A COPY OF OUR STANDARD INSURANCE POLICY.

Examples: All Risk Insurance, Builders Risk Insurance, Larger dollar amount on our Umbrella Policy, etc....

Due to Scheduling confilets we have been having lately, we are now requiring a minimum of 14-30 day notice on when we are going to need to be onsite. If we do not have enough notice we will just have to fit you in when we can. There are multiple times when contractors call with very short notice and we are already scheduled out weeks or months in advance.

F \ \times of lear that all of the work that is to be done is included in the bid or ask for additional pricing. If we go to the jobsite and there is additional work we will count it and bill accordingly. This includes is, signage, auto stops, additional mobilizations, etc. Anything extra we do, even if we have signed a contract.

Bid proposal subject to withdrawal if not accepted within 30 days.

Bid proposal prices are subject to change because of fluctuating paint prices and/or if more or less work is needed, even if a contract has been signed.

Arrow Striping Inc.,

Ronao Whitney /3/2023

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 020

Date: 5/26/2022

Project Number: 21107 Contract Date: 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

4 additional owner-requested bollards. (1) Bollard installed at West side of PIV valve, (2) Bollards installed at the entrance side of each new scale ramp, and (1) bollard to be installed near the pedestrian bridge. Bollards to be painted

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 4,423.91 |
| Proposed Contract Amount Including this Change Order | 4,565,816.70 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | <u> </u> |

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 020

Date: 5/26/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|-------------------|--------------------|--------------|---------------------|-----------------------|
| 01.7833 - Bonds | | | | |
| Bond | | 1.00 LS | 53.25 | 53.25 |
| | | | Bonds Total: | 53.25 |
| 03.3500 - Concre | te Flatwork | | | |
| Bollards | Supply and Install | 4.00 LS | 1,000.00 | 4,000.00 |
| | | Concre | te Flatwork Total: | 4,000.00 |
| 09.9100 - Paintin | g | | | |
| Painting Bollar | ds | 1.00 LS | 160.00 | 160.00 |
| | | | Painting Total: | 160.00 |
| 99.0200 - Overhe | ad | | | |
| Contractor's Fe | ee | 1.00 LS | 210.66 | 210.66 |
| | | | Overhead Total: | 210.66 |
| | | Cr | ange Order Total: | 4,423.91 |

Cameron Zelei

From: Sheldon Koeppe <sheldon@akpainting.org>

Sent: Wednesday, May 25, 2022 6:11 PM

To: Cameron Zelei **Subject:** Bollards

160.00 if we do them on next phase. 460.00 if we need to make a special trip.

Sent from my iPhone

Painting Bollards

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 021

Date: 6/2/2022

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Remove Latent Condition of Existing 480V Service conduit, per RFI #37, between the tipping house and the existing scale house not shown on the plans.

Remove additional Powerline.

Project Original Contract Sum

4,350,000.00

Total of Previously Approved Change Orders

211,392.79

Contract Amount Prior to this Change Order

4,561,392.79

Proposed Contract Amount of this Change Order

1,357.22

Proposed Contract Amount Including this Change Order

4,562,750.01

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 021

Date: 6/2/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|-----------------|-------------------|--------------|---------------------|-----------------------|
| 01.7833 - Bonds | • | | | |
| Bond | | 1.00 LS | 16.34 | 16.34 |
| | | | Bonds Total: | 16.34 |
| 31.0100 - Earth | work Sub | | | |
| Remove Serv | ice | 1.00 LS | 187.50 | 187.50 |
| Remove Pow | erline Additional | 1.00 LS | 1,088.75 | 1,088.75 |
| | | E | arthwork Sub Total: | 1,276.25 |
| 99.0200 - Overh | ead | | | |
| Contractor's I | Fee | 1.00 LS | 64.63 | 64.63 |
| | | | Overhead Total: | 64.63 |
| | | | Change Order Total: | 1,357.22 |

K.Porter Construction, Inc

1806 Square Turn Blvd Norfolk NE 68701-

PHONE NO: (402) 371-2900 FAX NO

FAX NO: (402) 371-2110

Contractors Reg No. 29073-20

INVOICE

Number

122078

Invoice Date: 5/11/2022

Job #C21005

PRC CONSTRUCTION

9200 ANDERMATT DR

Due Date 6/10/2022

LINCOLN

NE 68526

A \$10.00 LATE FEE WILL BE ASSESSED IF NOT PAID BY THE 10TH. A FC WILL BE ASSESSED AT THE END OF EVERY MONTH.

Work done: EXTRA WORK-CONDUIT TRANSFER ST

| Date | Quantity | Unit of Measure | Description | Unit Price | Extended Price |
|-----------|----------|-----------------|---|------------|----------------|
| • | | | EXTRA WORK AT TRAN STATION APPROVED BY CASPER | Y BYRON | |
| 4/22/2022 | | | | | |
| | 1.00 | HRS | KOM EXCAVATOR | 170.00 | 170.00 |
| | 0.50 | HRS | LABOR | 35.00 | 17.50 |

K.Porter Construction, Inc

1806 Square Turn Blvd

Norfolk NE 68701-(402) 371-2900 (402) 371-2110

TO: PRC CONSTRUCTION 9200 ANDERMATT DR

LINCOLN NE 68526

PROPOSAL

| Page 1 of 2 | |
|-----------------------------------|----------------|
| JOB DESCRIPTION PRC-CITY TRANSFER | RSTATION |
| LOCATION | |
| JOB NUMBER C21005 | |
| PHONE (402) 488-1666 | DATE 6/21/2022 |
| FAX () - | |

Quantity Unit of Measure Unit Price Extended Price

Description
REQUEST FOR CHANGE ORDER-EXTR WORK FOR POWER LINE

6-14-2022

| KOM EXCAVATOR | 3.00 | HRS | 160.00 | 480.00 |
|---------------|------|-----|--------|--------|
| D6 DOZER | 2.00 | HRS | 160.00 | 320.00 |
| CAT ROLLER | 1.75 | HRS | 110.00 | 192.50 |

K.Porter Construction, Inc

1806 Square Turn Blvd

Norfolk NE 68701-(402) 371-2900 (402) 371-2110

TO: PRC CONSTRUCTION 9200 ANDERMATT DR

LINCOLN NE 68526

PROPOSAL

| Page 2 of 2 | |
|----------------------|----------------|
| JOB DESCRIPTION | |
| PRC-CITY TRANSFER | RISTATION |
| LOCATION | |
| | |
| JOB NUMBER C21005 | |
| | |
| PHONE (402) 488-1666 | DATE 6/21/2022 |
| FAX () - | |

| Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|----------|------------------------|-------------------|-----------------------|
| LABOR | 2.75 | HRS | 35.00 | 96.25 |

WE PROPOSE hereby to furnish material and labor-complete in accordance with these specifications, for the sum of PAYABLE AS FOLLOWS: ALL INVOICES ARE DUE AND PAYABLE BY THE 10TH OF THE FOLLOWING MONTH. A 1.5% FC WILL BE ASSESSED ON REMAINING BALANCES

EXCLUSIONS: Bid DOES NOT include footing excavation or backfill, dewatering, granular fill, compaction testing, erosion control, removal of spoils generated by other trades or pavement sawing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon srikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

| Α | υt | hor | ized | Sign | ature: |
|---|----|-----|------|------|--------|
| | | | | | |

NOTE: This proposal may be withdrawn by us

if not accepted within _____days

ACCEPTANCE OF PROPOSAL-The prices; specifications and conditions are satisfactory and are hereby accepted. You are authorized to do do the work as specified. Payment will be made as made as outlined above.

Signature: Date:

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 022

Date: 9/12/2022

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Project has exceeded \$20,000 Allowance for Testing and Inspections.

PRC incurred the attached overage.

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 6,135.52 |
| Proposed Contract Amount Including this Change Order | 4,567,528.31 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 022

Date: 9/12/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|-----------------|----------------------------|-------------------------|---------------------|-----------------------|
| 01.4523 - Testi | ng & Inspections Allowance | | | |
| Testing/Insp | pections | 1.00 LS | 5,769.50 | 5,769.50 |
| | | Testing & Inspections A | Allowance Total: | 5,769.50 |
| 01.7833 - Bonds | s | | | |
| Bond | | 1.00 LS | 73.85 | 73.85 |
| | | | Bonds Total: | 73.85 |
| 99.0200 - Overh | head | | | |
| OH&P | | 1.00 LS | 292.17 | 292.17 |
| | | | Overhead Total: | 292.17 |
| | | Cha | nge Order Total: | 6,135.52 |

Mid-States Engineering Inspection Invoices To Date

| | , :: | |
|------------|-----------|-----------------|
| Date | Invoice # | Amount |
| 9/30/2021 | 20477 | \$ 242.50 |
| 10/31/2021 | 20581 | \$ 3,063.00 |
| 11/30/2021 | 20673 | \$ 4,276.00 |
| 12/31/2021 | 20764 | \$ 2,187.00 |
| 1/31/2022 | 20797 | \$ 704.00 |
| 2/28/2022 | 20878 | \$ 483.00 |
| 3/31/2022 | 20985 | \$ 474.00 |
| 4/30/2022 | 21058 | \$ 4,659.00 |
| 5/31/2022 | 21220 | \$ 2,283.00 |
| 6/30/2022 | 21339 | \$ 1,075.00 |
| 7/31/2022 | 21460 | \$ 2,244.00 |
| 8/31/2022 | 21519 | \$ 1,827.00 |
| 9/30/2022 | 21684 | \$ 2,252.00 |
| | | \$ 25,769.50 |
| | Allowance | \$ 20,000.00 |
| | Overage | \$ 5,769.50 |

Invoice Date 9/30/21

Invoice No 20477

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|---------|------|-----|-------------------------------|-----------------------|----------|
| 9/22/21 | 5966 | 1 | Atterberg Limit(s) ASTM D4318 | \$60.00 | \$60.00 |
| 9/22/21 | 5966 | 1 | Percent Passing No. 200 Sieve | \$27.50 | \$27.50 |
| 9/22/21 | 5966 | 1 | Standard Proctor(4") | \$155.00 | \$155.00 |
| | | | | Total for Laboratory: | \$242.50 |

Invoice Total

\$242.50

Invoice Date 10/31/21

Invoice No 20581

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

01.4523

Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|----------|--------|-----|---------------------------|----------|----------|
| 10/4/21 | 6109 | 1 | Senior Engineering (P.E.) | \$120.00 | \$120.00 |
| 10/4/21 | 6109 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/5/21 | 6110 | 1 | Senior Engineering (P.E.) | \$120.00 | \$120.00 |
| 10/5/21 | 6110 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/6/21 | 6085 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 10/6/21 | 6085 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/8/21 | 6086 | 9 | Compaction Test(s) | \$35.00 | \$315.00 |
| 10/8/21 | 6086 | 2 | Trip Charge(s) | \$90.00 | \$180.00 |
| 10/11/21 | 6087 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 10/11/21 | 6087 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/12/21 | 6088 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 10/12/21 | 6088 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/19/21 | 6089 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 10/19/21 | 6089 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/20/21 | 6090 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 10/20/21 | 6090 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/25/21 | 6091 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 10/25/21 | 6091 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/26/21 | Set #1 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 10/26/21 | Set #1 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 10/26/21 | Set #2 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |

Total for Field Work:

\$2,445.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|----------|------|-----|--|-----------------------|----------|
| 10/8/21 | 6084 | 1 | Standard Proctor(4") | \$155.00 | \$155.00 |
| 10/8/21 | 6084 | 1 | Washed Gradation | \$100.00 | \$100.00 |
| 10/13/21 | 6083 | 1 | Standard Proctor(4") | \$155.00 | \$155.00 |
| 10/13/21 | 6083 | 1 | Washed Gradation | \$100.00 | \$100.00 |
| | | 6 | Concrete Cylinder Compressive Strength 4498 to 4500; 4502 to 4504; | \$15.00 | \$90.00 |
| | | 2 | Spare Cylinder(s) 4501; 4505; | \$9.00 | \$18.00 |
| | | | | Total for Laboratory: | \$618.00 |

Invoice Total

\$3,063.00

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|----------|---------|-----|------------------------------------|----------|----------|
| 11/1/21 | Set #3 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/1/21 | Set #3 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/1/21 | Set #4 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/1/21 | 6198 | 6 | Compaction Test(s) | \$35.00 | \$210.00 |
| 11/1/21 | 6198 | 1 | Trip Charge (Local) | \$35.00 | \$35.00 |
| 11/2/21 | 6199 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 11/2/21 | 6199 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/3/21 | Set #5 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/3/21 | Set #5 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/3/21 | 6200 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 11/3/21 | 6200 | 1 | Trip Charge (Local) | \$35.00 | \$35.00 |
| 11/4/21 | Set #6 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/4/21 | Set #6 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/5/21 | Set #7 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/5/21 | Set #7 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/8/21 | Set #8 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/8/21 | Set #8 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | \$110.0 |
| 11/9/21 | Set #9 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/9/21 | Set #9 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/9/21 | Set #10 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/9/21 | Set #11 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/9/21 | 6201 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 11/9/21 | 6201 | 1 | Trip Charge (Local) | \$35.00 | \$35.00 |
| 11/10/21 | 6204 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 11/11/21 | Set #12 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/11/21 | Set #12 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/11/21 | 6202 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 11/11/21 | 6202 | 1 | Trip Charge (Local) | \$35.00 | \$35.00 |
| 11/12/21 | 6205 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 11/15/21 | Set #13 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/15/21 | Set #13 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/16/21 | Set #14 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/16/21 | Set #14 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 11/16/21 | Set #15 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/16/21 | 6203 | 2 | Compaction Test(s) | \$35.00 | \$70.0 |
| 11/16/21 | 6203 | 1 | Trip Charge(s) | \$90.00 | \$90.0 |
| 11/18/21 | Set #16 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 11/18/21 | Set #16 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |

Total for Field Work:

\$3,405.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|----------|------|-----|---|----------|----------|
| 11/10/21 | 6206 | 1 | Wash Sieve Analysis | \$100.00 | \$100.00 |
| | | 43 | Concrete Cylinder Compressive Strengths 4551 to 4553; 4555 to 4557; 4643 to 4645; 4647 to 4649; 4651 to 4653; 4655 to 4658; 4680 to 4682; 4684 to 4686; 4688 to 4690; 4719 to 4721; 4771 to 4773; 4783 to 4785; 4787 to 4789; 4832 to 4834; | \$15.00 | \$645.00 |
| | | 14 | Spare Cylinder(s) 4554; 4558; 4646; 4650; 4654; 4659; 4683; 4687; 4691; 4722; 4774; 4786; 4790; 4835; | \$9.00 | \$126.00 |
| | | | Total for Labor | ratory: | \$871.00 |

Invoice Total \$4,276.00

Invoice Date 12/31/21 Invoice No 20764

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|----------|---------|-----|------------------------------------|----------|----------|
| 12/3/21 | Set #17 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/3/21 | Set #17 | 1 | Concrete Test Sets 6 cyl/set | \$120.00 | \$120.00 |
| 12/3/21 | Set #18 | 1 | Concrete Test Sets 6 cyl/set | \$120.00 | \$120.00 |
| 12/3/21 | 6297 | 5 | Compaction Test(s) | \$35.00 | \$175.00 |
| 12/3/21 | 6297 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/6/21 | 6298 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 12/6/21 | 6298 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/8/21 | Set #19 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/8/21 | Set #19 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | \$110.00 |
| 12/9/21 | Set #20 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/9/21 | Set #20 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | \$110.00 |
| 12/10/21 | 6343 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 12/22/21 | Set #21 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 12/22/21 | Set #21 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/27/21 | Set #22 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 12/27/21 | Set #22 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 12/28/21 | 6345 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |

Total for Field Work:

\$1,785.00

Laboratory

| | Date | A# | Qty | Description | Rate | Total |
|-----|------|----|-----|---|---------|----------|
| 100 | | | 22 | Concrete Cylinder Compressive Strengths 4980 to 4983; 4986 to 4989; 5014 to 5017; 5027 to 5030; 5156 to 5158; 5224 to 5226; | \$15.00 | \$330.00 |
| | | | 8 | Spare Cylinder(s) 4984 to 4985; 4990 to 4991; 5018; 5031; 5159; 5227; | \$9.00 | \$72.00 |
| 17 | | | | Total for Labo | ratory: | \$402.00 |

Invoice Total

\$2,187.00

Invoice Date 1/31/22 Invoice No 20797

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name Description

Norfolk Transfer Station

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|---------|-----|----------------------------------|----------|--------------|
| 1/12/22 | Set #23 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 1/12/22 | Set #23 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 1/24/22 | 6448 | 1 | Trip Charge(s) (Pick up Samples) | \$90.00 | \$90.00 |
| 1/31/22 | 6397 | 8 | Compaction Test(s) | \$35.00 | \$280.00 |
| 1/31/22 | 6397 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| | | | | | |

Total for Field Work:

\$650.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----------------------------|--------|---|-----------------------|---------|
| | | 3 | Concrete Cylinder Compressive Strengths 5315 to 5317; | \$15.00 | \$45.00 |
| | Spare Cylinder(s) 5318; | \$9.00 | \$9.00 | | |
| | | | | Total for Laboratory: | \$54.00 |

Invoice Total

\$704.00

Invoice Date 2/28/22

Invoice No 20878

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|---------|-----|------------------------------|-----------------------|----------|
| 2/10/22 | Set #24 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 2/10/22 | Set #24 | 1 | Concrete Test Sets 6 cyl/set | \$120.00 | \$120.00 |
| 2/11/22 | 6491 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 2/11/22 | 6491 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| | | | | Total for Field Work: | \$405.00 |

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|---|-----------------------|---------|
| | | 4 | Concrete Cylinder Compressive Strengths 5402 to 5405; | \$15.00 | \$60.00 |
| | | 2 | Spare Cylinder(s) 5406 to 5407; | \$9.00 | \$18.00 |
| | | | | Total for Laboratory: | \$78.00 |

RECEIVED

By Amber at 11:16 am, Mar 17, 2022

Invoice Total \$483.00

Invoice Date 3/31/22

Invoice No 20985

MID-STATE

Engineering & Testing, Inc. 402 31st Ave. P.O. Box 153 Columbus, NE 68602 402/562-7824

> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|---------|-----|--------------------|----------------------|--------------|
| 3/24/22 | 6571 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 3/24/22 | 6571 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 3/31/22 | Set #25 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 3/31/22 | Set #25 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| | | | | TO A 1 C TO 11 YAT 1 | + 400 00 |

Total for Field Work: \$420.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|---|-----------------------|---------|
| | | 3 | Concrete Cylinder Compressive Strengths 5670 to 5672; | \$15.00 | \$45.00 |
| | | 1 | Spare Cylinder(s) 5673; | \$9.00 | \$9.00 |
| | | | | Total for Laboratory: | \$54.00 |

Invoice Total \$474.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No Project Name

Description

100-73-28

Norfolk Transfer Station

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|---------|-----|------------------------------------|-----------------------|--|
| 4/1/22 | Set #26 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 4/1/22 | Set #26 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 4/4/22 | Set #27 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 4/4/22 | Set #27 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 4/8/22 | 6640 | 1 | Waiting Time/hr | \$35.00 | \$35.00 |
| 4/8/22 | Set #28 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 4/8/22 | Set #28 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 4/12/22 | Set #29 | 1 | Concrete Test Sets | \$100.00 | |
| 4/12/22 | Set #29 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 4/13/22 | Set #30 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 4/13/22 | Set #30 | 1 | Trip Charge(s) | \$90.00 | |
| 4/14/22 | Set #31 | 1 | Concrete Test Sets | \$100.00 | |
| 4/14/22 | Set #31 | 1 | Trip Charge(s) | \$90.00 | ** |
| 4/14/22 | 6718 | 3 | Compaction Test(s) | \$35.00 | |
| 4/14/22 | 6718 | 1.5 | Trip Charge(s) | \$90.00 | |
| 4/15/22 | Set #32 | 1 | Concrete Test Sets | \$100.00 | |
| 4/15/22 | Set #32 | 1 | Trip Charge(s) | \$90.00 | 100 |
| 4/15/22 | Set #33 | 1 | Concrete Test Sets | \$100.00 | 100000000000000000000000000000000000000 |
| 4/18/22 | Set #34 | 1 | Concrete Test Sets | \$100.00 | |
| 4/18/22 | Set #34 | 1 | Trip Charge(s) | \$90.00 | 7) |
| 4/19/22 | Set #35 | 1 | Concrete Test Sets | \$100.00 | (487-0-197-0) |
| 4/19/22 | Set #35 | 1 | Trip Charge(s) | \$90.00 | |
| 4/20/22 | 6722 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | The second secon |
| 4/22/22 | Set #36 | 1 | Trip Charge(s) | \$90.00 | 116 |
| 4/22/22 | Set #36 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | |
| 4/22/22 | 6719 | 2 | Compaction Test(s) | \$35.00 | |
| 4/22/22 | 6719 | 0.5 | Trip Charge(s) | \$90.00 | |
| 4/25/22 | Set #37 | 1 | Trip Charge(s) | \$90.00 | |
| 4/25/22 | Set #37 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | |
| 4/25/22 | 6720 | 2 | Compaction Test(s) | \$35.00 | |
| 4/25/22 | 6720 | 0.5 | Trip Charge(s) | \$90.00 | |
| 4/27/22 | Set #38 | 1 | Trip Charge(s) | \$90.00 | |
| 4/27/22 | Set #38 | 1 | Concrete Test Set 5 cyl./set | \$110.00 | |
| 4/27/22 | 6721 | 3 | Compaction Test(s) | \$35.00 | |
| 4/27/22 | 6721 | 1 | Trip Charge(s) | \$90.00 | |
| 4/28/22 | Set #39 | 1 | Trip Charge(s) | \$90.00 | |
| 4/28/22 | Set #39 | 1 | Concrete Test Sets 6 cyl/set | \$120.00 | |
| 4/28/22 | Set #40 | 1 | Concrete Test Sets 6 cyl/set | \$120.00 | |
| 4/29/22 | Set #40 | 1 | Concrete Test Sets | \$100.00 | |
| 4/29/22 | Set #41 | 1 | Trip Charge(s) | \$90.00 | Discount contracts |
| 1143144 | 361 #41 | * | Trip charge(s) | Total for Field Work. | ====================================== |

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|--|---------|----------|
| | • | 50 | Concrete Cylinder Compressive Strengths 9 to 11; 25 to 27; 61 to 63; 102 to 104; 127 to 129; 131 to 133; 148 to 150; 152 to 154; 165 to 167; 177 to 179; 209 to 212; 238 to 240; 292 to 295; 320 to 322; 326 to 328; 388 to 390; | \$15.00 | \$750.00 |
| | | 21 | Spare Cylinder(s) 12; 28; 64; 105; 130; 134; 151; 155; 168; 180; 213; 241 to 242; 296; 323 to 325; 329 to 331; 391; | \$9.00 | \$189.00 |
| | | | Total for Labor | atory: | \$939.00 |

RECEIVED

By Amber at 8:51 am, May 23, 2022

Invoice Total \$4,659.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|---------|-----|------------------------------------|----------|----------|
| 5/6/22 | 6851 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 5/6/22 | 6851 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/9/22 | Set #42 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/9/22 | Set #42 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/10/22 | Set #43 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/10/22 | Set #43 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/10/22 | 6852 | 6 | Compaction Test(s) | \$35.00 | \$210.00 |
| 5/10/22 | 6852 | 2 | Trip Charge(s) | \$90.00 | \$180.00 |
| 5/11/22 | Set #44 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/11/22 | Set #44 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/11/22 | Set #45 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/12/22 | Set #46 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/12/22 | Set #46 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/13/22 | Set #47 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/13/22 | Set #47 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/16/22 | Set #48 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 5/16/22 | Set #48 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 5/17/22 | 6853 | 0.5 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$45.00 |

Total for Field Work:

\$1,905.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|---|---------|----------|
| | | 21 | Concrete Cylinder Compressive Strengths 430 to 432; 442 to 444; 449 to 451; 453 to 455; 481 to 483; 514 to 516; 518 to 520; | \$15.00 | \$315.00 |
| | | 7 | Spare Cylinder(s) 433; 445; 452; 456; 484; 517; 521; | \$9.00 | \$63.00 |
| | | | Total for Labor | atory: | \$378.00 |

Invoice Total \$2,283.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name Description

Norfolk Transfer Station

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|------|-----|------------------------------------|---------|----------|
| 6/10/22 | 6945 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 6/10/22 | 6945 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 6/14/22 | 6946 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 6/14/22 | 6946 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 6/15/22 | 6947 | 4 | Compaction Test(s) | \$35.00 | \$140.00 |
| 6/15/22 | 6947 | 2 | Trip Charge(s) | \$90.00 | \$180.00 |
| 6/16/22 | 6948 | 2 | Compaction Test(s) | \$35.00 | \$70.00 |
| 6/16/22 | 6948 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 6/17/22 | 6949 | 3 | Compaction Test(s) | \$35.00 | \$105.00 |
| 6/17/22 | 6949 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 6/22/22 | 6950 | 0.5 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$45.00 |

Total for Field Work:

\$1,075.00

Invoice Total

\$1,075.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|-----------|-----|------------------------------------|----------|----------|
| 7/5/22 | 7190 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 7/5/22 | 7190 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/12/22 | Set #49 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/12/22 | Set #49 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/12/22 | 7191 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 7/12/22 | 7191 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/13/22 | 7195 | 0.5 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$45.00 |
| 7/14/22 | Set #50 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/14/22 | Set #50 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/14/22 | 7192 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 7/19/22 | Set #51 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/19/22 | Set #51 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/19/22 | Set #52 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/19/22 | Set #53 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/20/22 | Set #54 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/20/22 | Set #54 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/20/22 | 7193 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 7/21/22 | 7197 | 0.5 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$45.00 |
| 7/22/22 | Set #55 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 7/22/22 | Set #55 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 7/22/22 | 7194 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 7/25/22 | 7196 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |

Total for Field Work:

\$1,860.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|---|----------|----------|
| | | 22 | Concrete Cylinder Compressive Strengths 1293 to 1296; 1353 to 1355; 1446 to 1448; 1450 to 1452; 1454 to 1456; 1490 to 1492; 1542 to 1544; | \$15.00 | \$330.00 |
| | | 6 | Spare Cylinder(s) 1356; 1449; 1453; 1457; 1493; 1545; | \$9.00 | \$54.00 |
| | | | Total for Lab | oratory: | \$384.00 |

Invoice Total \$2,244.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Date | A# | Qty | Description | Rate | Total |
|---------|-----------|-----|------------------------------------|----------|--------------|
| 8/5/22 | Set #56 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 8/5/22 | Set #56 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 8/5/22 | Set #57 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 8/8/22 | 7384 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 8/9/22 | Set #58 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 8/9/22 | Set #58 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 8/10/22 | 7385 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 8/18/22 | Set #59 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 8/18/22 | Set #59 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 8/19/22 | 7386 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 8/25/22 | Set #60 | 1 | Concrete Test Sets | \$100.00 | \$100.00 |
| 8/25/22 | Set #60 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| 8/25/22 | Set #1 | 1 | Grout Specimen Test Set | \$72.00 | \$72.00 |
| 8/25/22 | 7387 | 1 | Engineering Technician (C.E.T.) | \$70.00 | \$70.00 |
| 8/26/22 | 7500 | 1 | Trip Charge(s) (Pick up cylinders) | \$90.00 | \$90.00 |
| 8/30/22 | 7536 | 1 | Trip Charge(s) | \$90.00 | \$90.00 |
| | Cancelled | | 300 | | |

Total for Field Work:

\$1,452.00

Laboratory

| Date | A# | Qty | Description | Rate | Total |
|------|----|-----|--|--------------------|----------|
| | | 19 | Concrete Cylinder Compressive Strengths 1733 to 1736; 1737 to 1740; 1796 to 1798; 19 1954; 2039 to 2042; | 51 to \$15.00 | \$285.00 |
| | | 1 | Spare Cylinder(s) 1799; | \$9.00 | \$9.00 |
| | | 3 | Grout Specimen Compressive Strength 53 to 55; | \$24.00 | \$72.00 |
| | | 1 | Spare Grout Cylinder 56; | \$9.00 | \$9.00 |
| | | | Tota | al for Laboratory: | \$375.00 |

Received Andrea Koopman 09/23/2022 2:53:40 PM

Invoice Total

\$1,827.00



> Perry Reid Construction-PRC 2930 Ridge Line Road Suite 116 Lincoln, NE 68516

Project No

100-73-28

Project Name

Norfolk Transfer Station

Description

Norfolk, Nebraska

Field Work

| Total | Rate | Description | Qty | A# | Date |
|----------|----------|------------------------------------|-----|---------|---------|
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #61 | 9/2/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #61 | 9/2/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #62 | 9/6/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #62 | 9/6/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #63 | 9/6/22 |
| \$90.00 | \$90.00 | Trip Charge(s) (Pick up cylinders) | 1 | 7696 | 9/7/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #64 | 9/9/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #64 | 9/9/22 |
| \$90.00 | \$90.00 | Trip Charge(s) (Pick up cylinders) | 1 | 7697 | 9/12/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #65 | 9/19/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #65 | 9/19/22 |
| \$90.00 | \$90.00 | Trip Charge(s) (Pick up cylinders) | 1 | 7698 | 9/20/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #66 | 9/21/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #66 | 9/21/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #67 | 9/22/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #67 | 9/22/22 |
| \$100.00 | \$100.00 | Concrete Test Sets | 1 | Set #68 | 9/23/22 |
| \$90.00 | \$90.00 | Trip Charge(s) | 1 | Set #68 | 9/23/22 |
| \$90.00 | \$90.00 | Trip Charge(s) (Pick up cylinders) | 1 | 7699 | 9/26/22 |

Total for Field Work:

\$1,790.00

Laboratory

| Date | A# | Qty | Description Rat | e Total |
|------|----|-----|---|------------|
| | | 29 | Concrete Cylinder Compressive Strengths 2175 to 2178; 2191 to 2194; 2195 to 2198; 2304 to 2307; 2392 to 2395; 2479 to 2481; 2503 to 2505; 2540 to 2542; \$15.0 | 0 \$435.00 |
| | | 3 | Spare Cylinder(s) \$9.0 2482; 2506; 2543; | 0 \$27.00 |
| | | | Total for Laboratory: | \$462.00 |

Invoice Total

\$2,252.00

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 023

Date: 9/12/2022

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: | |
|---|--|--|
| City of Norfolk 309 N 5th Street Norfolk NE 68701 | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 | |
| Description of Change: | | |
| Credit for the sale of the existing scale | | |
| Project Original Contract Sum | 4,350,000.00 | |

Total of Previously Approved Change Orders 211,392.79

Contract Amount Prior to this Change Order 4,561,392.79

Proposed Contract Amount of this Change Order (10,000.00)

Proposed Contract Amount Including this Change Order 4,551,392.79

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | <u> </u> |

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Change Order Request

COR Number: 023

Date: 9/12/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|-----------------|-------------|--------------|---------------------|-----------------------|
| 11.1450 - Truck | Scale | | | |
| Sale of Ex. So | cale | 1.00- LS | 10,000.00 | 10,000.00- |
| | | | Truck Scale Total: | 10,000.00- |
| | | | Change Order Total: | 10,000.00- |

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Change Order Request

COR Number: 024

Date: 9/12/2022

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Scale House required a new backsplash due to the mop sink change.

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 106.34 |
| Proposed Contract Amount Including this Change Order | 4,561,499.13 |

| ccepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner <i>(Company Name)</i> | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

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Change Order Request

COR Number: 024

Date: 9/12/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|--------------------|-------------|--------------|---------------------|-----------------------|
| 01.7833 - Bonds | | | | |
| Bond | | 1.00 LS | 1.28 | 1.28 |
| | | | Bonds Total: | 1.28 |
| 06.4100 - Cabinets | 5 | | | |
| Backsplash | | 1.00 LS | 100.00 | 100.00 |
| | | | Cabinets Total: | 100.00 |
| 99.0200 - Overhea | nd | | | |
| OH&P | | 1.00 LS | 5.06 | 5.06 |
| | | | Overhead Total: | 5.06 |
| | | | Change Order Total: | 106.34 |

Cameron Zelei

From: Bob Long
 blong@premiumwoodsllc.com>

Sent: Monday, June 20, 2022 9:02 AM

To: Cameron Zelei

Subject: Re: Norfolk Transfer Station - Backsplash

Yes, Can I get a change order for \$100.00?

On Mon, Jun 20, 2022 at 8:35 AM Cameron Zelei < czelei@buildprc.com> wrote:

Bob,

It appears that we are waiting on a backsplash for the scale house. Is this ready for pickup today?

Regards,



Cameron Zelei

Project Engineer

Phone: 402.413.2280 ext.146

Mobile: 636.485.2431

Email: czelei@buildprc.com

2930 Ridge Line Rd. #116

Lincoln, NE 68516

www.buildprc.com

PLEASE NOTE OUR NEW OFFICE PHONE NUMBER

--

Bob Long

President

2139 Cornhusker Hwy, Ste. B

Lincoln, NE 68521 F 402-467-3680 P 402-464-9545



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Change Order Request

COR Number: 025

Date: 11/16/2022

Project Number: 21107 Contract Date: 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Per Addendum #2 Note 8: "City will pay for Contractor used power during construction. Contractor to provide necessary labor, materials, equipment, and connection fees, if applicable, to connect to City panel on east side of HHW building or other appropriate source."

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 660.26 |
| Proposed Contract Amount Including this Change Order | 4,562,053.05 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | <u></u> |

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Change Order Request

COR Number: 025

Date: 11/16/2022

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|-----------------|-------------|--------------|-----------------------|-----------------------|
| 01.5113 - Temp | Electrical | | | _ |
| Temp Power | | 1.00 LS | 620.87 | 620.87 |
| | | Т | emp Electrical Total: | 620.87 |
| 01.7833 - Bonds | 5 | | | |
| Bond | | 1.00 LS | 7.95 | 7.95 |
| | | | Bonds Total: | 7.95 |
| 99.0200 - Overh | nead | | | |
| OH&P | | 1.00 LS | 31.44 | 31.44 |
| | | | Overhead Total: | 31.44 |
| | | | Change Order Total: | 660.26 |

Company: 01 - Perry Reid Construction, LLC

| Date From: 2/5/2019 |
|---------------------|
| Date To: 11/30/2022 |

| | Invoice | Post Date | Transaction Type | Trans Date | Payment Number | Profit Center | Invoiced | Paid |
|---------------|------------------------------|------------|------------------------|------------|----------------------|------------------------------|----------|--------|
| Vendor: Nebra | a004 - Nebraska Public Power | r District | | | | | | |
| | 221010102278 0511 | 5/11/2022 | Invoice | 5/11/2022 | | Project 21107 | 110.96 | 0.00 |
| | 221010102278 0511 | 5/26/2022 | Computer Printed Check | 5/26/2022 | 10754 | Project 21107 | 0.00 | 110.96 |
| | 221010102278 202206 | 6/10/2022 | Invoice | 6/10/2022 | | Project 21107 | 124.31 | 0.00 |
| | 221010102278 202206 | 7/1/2022 | Computer Printed Check | 7/1/2022 | 11159 | Project 21107 | 0.00 | 124.31 |
| | 221010102278 202207 | 7/13/2022 | Invoice | 7/13/2022 | | Project 21107 | 101.77 | 0.00 |
| | 221010102278 202207 | 8/3/2022 | Computer Printed Check | 8/3/2022 | 11446 | Project 21107 | 0.00 | 101.77 |
| | 221010102278 0810 | 8/10/2022 | Invoice | 8/10/2022 | | Project 21107 | 92.69 | 0.00 |
| | 221010102278 0810 | 9/1/2022 | Computer Printed Check | 9/1/2022 | 12659 | Project 21107 | 0.00 | 92.69 |
| | 221010102278 202209 | 9/13/2022 | Invoice | 9/13/2022 | | Project 21107 | 109.28 | 0.00 |
| | 221010102278 202209 | 10/6/2022 | Computer Printed Check | 10/6/2022 | 12957 | Project 21107 | 0.00 | 109.28 |
| | 221010102278 202210 | 10/3/2022 | Invoice | 10/3/2022 | | Project 21107 | 81.86 | 0.00 |
| | 221010102278 202210 | 10/26/2022 | Computer Printed Check | 10/26/2022 | 13000 | Project 21107 | 0.00 | 81.86 |
| | | | | Vendor No | ebra004 - Nebraska F | Public Power District Total: | 620.87 | 620.87 |

Total of Previously Approved Change Orders

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Change Order Request

COR Number: 027

Date: 1/3/2023

Project Number: 21107 Contract Date: 6/11/2021

Date

| To: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change: Cost to reroute radiant heater exhaust to sidewall in lieu of roof exhaust. Project Original Contract Sum 4,350,000.00

Contract Amount Prior to this Change Order 4,561,392.79
Proposed Contract Amount of this Change Order 836.06

Proposed Contract Amount Including this Change Order 4,562,228.85

Contractor (Company Name)

Description

By (Signature)

Printed Name

Printed Name

Owner's Change Order Number

211,392.79

Date

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 027

Date: 1/3/2023

| To: City of Norfolk | Project: N | Project: Norfolk Transfer Station Site Improve | | | | | |
|---------------------|------------|--|--------|---------------|----------------|--|--|
| Item Description | | Quantity U | IOM | Unit Price | Extended Price | | |
| 01.7833 - Bonds | | | | | | | |
| Bond | | 1.00 L | S | 10.07 | 10.07 | | |
| | | | | Bonds Total: | 10.07 | | |
| 23.0100 - HVAC Sub | | | | | | | |
| Radiant Heater | | 1.00 L | S | 786.17 | 786.17 | | |
| | | | HV | AC Sub Total: | 786.17 | | |
| 99.0200 - Overhead | | | | • | | | |
| OH&P | | 1.00 L | S | 39.82 | 39.82 | | |
| q_{1} | | | Ove | erhead Total: | 39.82 | | |
| | | | Change | Order Total: | 836.06 | | |

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Change Order Request

COR Number: 032R2

Date: 4/10/2023

Project Number: 21107 Contract Date: 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Provide and install welder receptacle modifications per ASI #5

REVISED: per Architect review. Painting was reduced to \$750. Electrical was reduced to \$2,848.

REVISED: PRC/JEO/OWNER to split cost 3 ways.

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 1,309.10 |
| Proposed Contract Amount Including this Change Order | 4,562,701.89 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

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Change Order Request

COR Number: 032R2

Date: 4/10/2023

| Item | Description | Quantity UOM | Unit Price | Extended Price |
|--------------------|---------------|--------------|------------------------------|-----------------------|
| 01.3113 - Supervi | ision | | | |
| Coordination | | 1.00 LS | 95.00 | 95.00 |
| | | | Supervision Total: | 95.00 |
| 01.7833 - Bonds | | | | |
| Bond | | 1.00 LS | 47.27 | 47.27 |
| | | | Bonds Total: | 47.27 |
| 09.9100 - Paintin | g | | | |
| Painting | | 1.00 LS | 750.00 | 750.00 |
| | | | Painting Total: | 750.00 |
| 26.0100 - Electric | al Sub | | | |
| Electrical | | 1.00 LS | 2,848.00 | 2,848.00 |
| Split 3 Ways | PRC/JEO/Owner | 2.00- LS | 1,309.10 | 2,618.20- |
| | | | Electrical Sub Total: | 229.80 |
| 99.0200 - Overhe | ad | | | |
| Fee | | 1.00 LS | 187.03 | 187.03 |
| | | | Overhead Total: | 187.03 |
| | | | Change Order Total: | 1,309.10 |



1506 N. 1st, • Norfolk, NE 6870: (402) 371-7111 • Fax (402) 371-0747 www.modelelectric.com

April 18, 2023

Perry Reid Construction, LLC 2930 Ridge Line Rd., Ste 116 Lincoln, NE 68516

Attn: Cameron Zelei

RE: Norfolk Transfer Station

Norfolk, NE

Dear Cameron:

Please find attached our revised cost analysis in the amount of \$2,848.00 to modify the welder circuits as shown on the contract documents. The existing 50/2 breakers and the 6-50R outlets will be turned over to the owner. Please note we exclude any patching or paint if required

We will await your direction concerning this revision. Should you have any questions, please give me a call.

Sincerely,

Jeffrey L. Jones

President

08-21-89

10.1

30.4.05

WRF

NORFOLK TRANSFER STATION

ASI-005 Welder Receptical Circuits

Cost Analysis

| LABOR: | Direct Labor: Material Handling: Travel Time: Subtotal: Labor Burden: | | \$1,062.00 \$22.00 \$0.00 \$1,084.00 \$305.00 | |
|------------|---|--|---|--|
| | Total La | bor Cost: | | \$1,389.00 |
| MATERIALS: | Material Cost: Expendables: Sales Tax: Permit - Add | | \$1,137.00 \$11.00 \$0.00 \$30.00 | |
| | Total Ma | terial Cost: | | \$1,178.00 |
| EQUIPMENT: | Power Tools Expen Auger Rental Backhoe/Trencher | se | \$22.00 \$0.00 \$0.00 | |
| | Total Equ | uipment Cos | t | \$22.00 |
| | | Subtotal: Overhead & Subtotal: BOND | Margin @ 10% | \$2,589.00 \$259.00 \$2,848.00 \$0.00 |
| | | TOTAL | | \$2,848.00 |

\$2,848.00

ESTIMATE SHEET

in the second

| Transfer S | Station | | | | | |
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QUOTATION

| QUOTE DATE | QUOTE# | PAGE # |
|------------|------------|--------|
| 04/18/2023 | S511318995 | 1 of 1 |

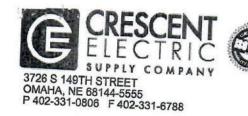
CUST #: 442836

QUOTE TO:

MODEL ELECTRIC INC 1506 N 1ST ST NORFOLK, NE 68701-2906 SHIP TO:

MODELE-NORFOLK TRANSFER STATION 600 E MONROE AVE NORFOLK, NE 68701-6561

| REQUESTED B | Υ | REFERENCE | | ACCOUNT MANAGE | R |
|-----------------------------|--------------|---|--|-----------------------|-----------|
| JEFF JONES | | NORFOLK TRANSFER STA | | JUSTIN M EISMA | |
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| ND CONDITIO | NS | OW LOR STANDARD TERMS | * This line is taxable | ESTIMATED TAX | 35.97 |
| | | | and the control of th | | 35.97 |
| | | | | AMOUNT DUE | 689.89 |





QUOTATION

| QUOTE DATE | QUOTE# | PAGE # |
|------------|------------|--------|
| 04/03/2023 | S511274105 | 1 of 1 |

CUST #: 442836

QUOTE TO:

MODEL ELECTRIC INC 1506 N 1ST ST NORFOLK, NE 68701-2906 SHIP TO:

MODELE-NORFOLK TRANSFER STATION 600 E MONROE AVE NORFOLK, NE 68701-6561

| REQUESTED B | | REFERENCE | | Evi- | Name and the World |
|--------------|-------------|--|--------------------------------|------------------------------|--|
| JEFF JONES | | NORFOLK TRANSFER STA | 2021 | ACCOUNT MANAGE | R |
| QUOTED BY | | TERMS DESCRIPTION | | JUSTIN M EISMA FREIGHT TERMS | |
| MATT F BOEC | KMAN | | | | |
| ORDER QTY | AVAILABLE | | | FREIGHT IF APPLI | CABLE |
| 2 ea | | | | UNIT PRICE | EXT PRICE |
| 2 ea | | QOB290 SQD MINI CIRCUIT BRI QO, 90A, 2 POLE, 120/240 VI KA, BOLT ON MOUNT | AC, 10 | 202.436/ea | The second secon |
| 2 ea | | H323N SQD SWITCH FUSIBLE HI 100A 3P /NEUTRAL | 1 | 351.610/ea | 703.22 |
| 4 ea | | GTK0610 SQD KIT EQUIPMENT C | | 10.588/ea | 21.18 |
| | | FRN-R-80 BUSSMANN EATON BUSSERIES FRN-R FUSE, 80 A, DUCLASS RK5, NON-INDICATING, END X BLADE END, 10 SEC AT 200 KAIC AT 250 V, 20 KAIC AVDC, STANDARD, 250 V, 125 V. | AL, BLADE 500%, I 125 | 39.807/ea | 159.23 |
| ICES SUBJECT | T TO CHANGE | | e | UBTOTAL | |
| EASE SEE WW | W CESCO CO | ECT TO PRIOR SALE DM FOR STANDARD TERMS | 1000 | Part Her Workship Washington | 1288.50 |
| D CONDITION | S | | | &H CHARGES | 0.00 |
| | | - 1. | his line is taxable E | STIMATED TAX | 70.87 |
| | | | Δ. | MOUNT DUE | Enclosive 4 |

Cameron Zelei

From: Jeremy Axlund < jeremy@akpainting.org>

Sent: Tuesday, April 4, 2023 2:15 PM

To: Cameron Zelei

Subject: Fwd: Transfer Station - ASI #5

Jeremy Axlund 712-253-2593 AK Painting 1438 220th Street SGT. Bluff, IA. 51054

----- Forwarded message ------

From: **Sheldon Koeppe** < <u>sheldon@akpainting.org</u>>

Date: Tue, Apr 4, 2023, 2:03 PM Subject: Re: Transfer Station - ASI #5

To: Jeremy Axlund < jeremy@akpainting.org >

Cameron , if it can be painted on the ground you should budget \$1400.00 and if it hung your budget should be \$2800.00.(that's for 140 feet)

Sheldon Koeppe AK Painting, LLC. 1438 220th St. Sergeant Bluff, IA 51054 sheldon@akpainting.org Cell:712-898-5593

Fax:402-755-2279

Revised to \$750 based on phone conversation with Cameron Zelei PRC and AK Painting on 04/21/2023. Cost includes material, labor, and equipment costs needed for touch-up once conduit is installed.

On Mon, Apr 3, 2023 at 2:54 PM Jeremy Axlund < jeremy@akpainting.org > wrote:

Jeremy Axlund 712-253-2593 AK Painting 1438 220th Street SGT. Bluff, IA. 51054

----- Forwarded message ------

From: Cameron Zelei <czelei@buildprc.com>

Date: Mon, Apr 3, 2023, 2:46 PM Subject: Transfer Station - ASI #5

To: Jeremy Axlund < jeremy@akpainting.org Cc: Bryon Casper < bcasper@buildprc.com> Jeremy,

ASI #5 was released, and the electrician has come back with an additional 140 LF of 1 $\frac{1}{4}$ " conduit that will need to be painted overhead.

Please send over a quote to paint this once installed. Thanks

Regards,

Cameron Zelei

Assistant Project Manager

Phone: 402.413.2280 ext.146

Mobile: 636.485.2431

Email: czelei@buildprc.com

2930 Ridge Line Rd. #116

Lincoln, NE 68516

www.buildprc.com



Architect's Supplemental Instructions

PROJECT: (name and address)

City of Norfolk - Norfolk Transfer Station

Site Improvements 610 East Monroe Avenue Norfolk, Nebraska 68701

OWNER: (name and address)

City of Norfolk 309 North 5th Street

Norfolk, Nebraska 68701

CONTRACT INFORMATION:

Contract For: General Construction

Date: June 11, 2021

ARCHITECT: (name and address)

JEO Architecture, Inc. 2700 Fletcher Avenue Lincoln, Nebraska 68504 **ASI INFORMATION:**

ASI Number: 005

Date: March 20, 2023

CONTRACTOR: (name and address)

Perry Reid Construction, LLC 2930 Ridge Line Rd. #116 Lincoln, Nebraska 68516

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

Subject: Welder Receptacle Circuits.

Per sheet E1.3, Note 5 "Circuit Breakers shown is estimate only and shall be field verified with Owners Equipment." Also, in conversation with the Owner's electrical representative, Willie Nelson, determine the smallest conductor size that can be allowed.

After review of the Owners proposed welder "Owner Manual" for a Millermatic 255, and a Lincoln Electric MIG 360MP the following direction is provided.

- 1. The circuit breaker shall be a 90A/2P. This assumes a Square D NQ panelboard with QO branch circuit breakers per shop drawing 260000-3. The available short-circuit at the east welder receptacle restricts the circuit breakers from any higher value. Also, note that the 90A and 100A QO breakers have the same "Instantaneous" opening and clearing trip curves and allow the same instantaneous/peak load current.
- 2. For the west welding receptacle, #6's is the smallest conductor size allowed.
- 3. For the east welding receptacle, #3's is the smallest conductor size allowed.

ISSUED BY THE ARCHITECT:

JEO Architecture, Inc.

ARCHITECT (Firm name)

S/GNATURE

Ryan Dorfmeyer

PRINTED NAME AND TITLE

March 20, 2023

DATE

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User Notes: (3B9ADA45)

VOLKMAN PLUMBING, HEATING & AIR CONDITIONING, INC. Change Order Request Project: Norfolk Transfer Station Description: Sidewall Yent Tube Labor Material Cost **Material Cost** QTY. UNIT DESCRIPTION Units Labor Per Unit Total Each Units FIL 41 246 00 80 15 0,9 30 4" 26GA Single wall pipe ,09/2,25 , 3 3.6 27 12 6" B' Vent pipe 4' long 18 44 36 133 08 6" 26 GA Single Wall pipe 16 10 12 EL 2.4 1.25 3.75 EA No Material 409 90 Material Total Labor Total 4,86 M.H.@\$ 55.00 a61 30 50 37 .5 MH.@\$75.00 Office Charge to Process Change 714 70 Subtotal

10 % Overhead & Profit

% Sales Tax Total

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 033

Date: 5/22/2023

Project Number: 21107 **Contract Date:** 6/11/2021

| То: | Project: |
|------------------|--|
| 309 N 5th Street | Norfolk Transfer Station Site Improve 600 E Monroe Avenue Norfolk NE 68701 |

Description of Change:

Gap in the SCS Specs 323113 Chain Link Fences and Gates: Part 3 - Execution with regard to Sequence of Operation (none shown).

Upgrade approved keypad to keypad that allows both Toggle and Hold-Open code modes to operate interchangeably given code input.

PRC time and coordination.

| Project Original Contract Sum | 4,350,000.00 |
|--|--------------|
| Total of Previously Approved Change Orders | 211,392.79 |
| Contract Amount Prior to this Change Order | 4,561,392.79 |
| Proposed Contract Amount of this Change Order | 1,127.25 |
| Proposed Contract Amount Including this Change Order | 4,562,520.04 |

| Accepted By: | | |
|---------------------------|-----------------------------|----------------------|
| Contractor (Company Name) | Owner (Company Name) | Other (Company Name) |
| By (Signature) | By (Signature) | By (Signature) |
| Printed Name | Printed Name | Printed Name |
| Date | Date | Date |
| | Owner's Change Order Number | |

www.BuildPRC.com (402) 413-2280 (402) 682-8741



Change Order Request

COR Number: 033

Date: 5/22/2023

| Item Description | Quantity UO | M Unit Price | Extended Price |
|------------------------------|-------------|-----------------------|-----------------------|
| 01.3112 - Project Management | | | |
| PM/PE Coordination | 6.00 LS | 95.00 | 570.00 |
| | Proje | ect Management Total: | 570.00 |
| 01.3113 - Supervision | | | |
| Superintendent | 2.00 LS | 95.00 | 190.00 |
| | | Supervision Total: | 190.00 |
| 01.7833 - Bonds | | | |
| Bond | 1.00 LS | 13.57 | 13.57 |
| | | Bonds Total: | 13.57 |
| 32.3100 - Fences & Gates | | | |
| Upgraded Keypad | 1.00 LS | 300.00 | 300.00 |
| | | Fences & Gates Total: | 300.00 |
| 99.0200 - Overhead | | | |
| OH&P | 1.00 LS | 53.68 | 53.68 |
| | | Overhead Total: | 53.68 |
| | | Change Order Total: | 1,127.25 |



Fence

Visit our website @ www.qualityfence.net

CHANGE ORDER

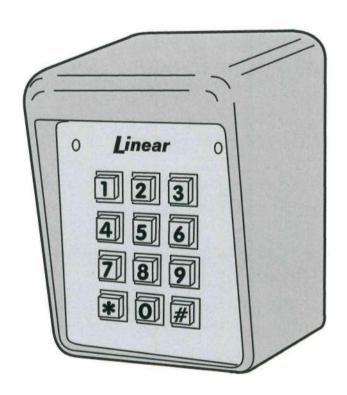
401 North Jackson Street Papillion, NE 68046 Local 402-896-9325 Fax 402-894-0076 Toll Free \$00-806-9325

| Do | | 1 | | |
|---|---------------------------------------|--------------|-----------------|---------|
| Customer Name | Phone | Work # | Fax# | |
| Address | City | StateZip | Email: | |
| Job address if different from above | Norfolk 7 | Transfer 5 | | |
| Wood Specs - | Job# Over | 4 | 1 | - |
| Style: | | rall Length: | _ | |
| Posts: Reg () FG () Gates: | Remove exist. | ing Keypods | (KPR 2000) a. | nd |
| Options: Over-Scallop () Under-Scallop () | Remove exist. | ha AKII lir | near Key pads | (#300.0 |
| Maintenance-Free Vinyl Specs Style: | 1 | | // | |
| Post Size: 4 x 4 () 5 x 5 () Post Top: | | | | |
| Gates: | 1 | | | |
| Color: | 1 | | | |
| Ornamental Iron/Aluminum Specs | 1 | | | |
| Color: | | | | |
| Style: | | | | |
| Height: | | | | |
| Rails: 2-rail () 3-rail () | | | | |
| Finials: | | | | |
| Gates: | | | | |
| Chain Link Specs | | | | |
| Blk Vinyl: Ga 8() 9() | | | | |
| Galv: Ga 11.5 () | | | | |
| Height: | | | | |
| Gates: | | | | |
| Corner Lot?: Yes () No () | | | | |
| | | | Bid One Bid Two | |
| CUSTOMER | | Fence | Did 100 | |
| Date// | Confirmed | Posts | | |
| i i | | Scalloped | | |
| | | Removal | | |
| SALES REP Scale Hold | 124 | Gates | | |
| Date 1/20 /205 | Received | Permits | | |
| | 3.000 | remits _ | | |
| | | | | |
| NSTALLER | · · · · · · · · · · · · · · · · · · · | | | |
| Date / / | Distributed | | | |



AK-11

Digital Keyless Entry System



Installation and Programming Instructions



(760) 438-7000 USA & Canada (800) 421-1587 & (800) 392-0123 Toll Free FAX (800) 468-1340 www.linearcorp.com

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INTRODUCTION

Linear's AK-11 is a digital keyless entry system designed for access control applications. The keypad is housed in a rugged cast aluminum enclosure that can be mounted to a pedestal or bolted directly to a wall. The die-cast keys have bright, easy-to-read yellow graphics.

Up to 480 entry codes, from 1 to 6 digits in length, can be programmed. They can activate either, or both, of the relay outputs. Relay #1 has a 5 Amp capacity. Relay #2 has a 1 Amp capacity.

Two LED indicators show the status of the entry system. The left LED lights red to indicate power, then turns green when access is granted. The right LED lights yellow when the keypad is in "lockout" condition (from too many incorrect code entries). The keypad's courtesy light can be always off, always on or be programmed to illuminate from 1-4 minutes after any keypress (default 2 minutes). An internal sounder beeps when each key is pressed.

The DOOR SENSE/INHIBIT input can be used two ways. If programmed for "door sense", a switch on the door detects forced entry or door ajar situations. If programmed for "inhibit", the input can be wired to a "service" switch or automatic timer that will disable the Relay #1 when required.

The REQUEST-TO-ENTER input can be wired to a pushbutton or fire access keyswitch to provide codeless entry for authorized personnel. The "anti-passback" feature prevents using the same code twice before the programmed time elapses.

The ALARM SHUNT output activates when access is granted. This output can be wired to shunt alarm contacts on the access door/gate to prevent triggering of an alarm when authorized access occurs.

Two solid state outputs, capable of switching 100 mA to common, are programmable to signal forced entry, door ajar, lockout, alarm circuit shunting, request-to-enter, and keypad active conditions.

The AK-11 is powered from a 12-24 Volt AC or DC source. Power can be obtained from the access device or a separate power supply. The EEPROM memory retains all entry codes and programming, even without power.

SPECIFICATIONS

MECHANICAL

Case dimensions: 4.00" W x 5.50" H x 3.00" D

ELECTRICAL

Voltage: 12-24 Volts AC or DC

Current: 10 mA typical, 150 mA maximum

Outputs: Relay #1

Form "C" 5 Amps @ 24 Volts maximum

Relay #2

Form "C" 1 Amp @ 24 Volts maximum Solid state outputs (Outputs #3 & #4)

Short-to-common 100 mA @ 24 VDC maximum

ENVIRONMENTAL

Temperature: -22°F to 149°F (-30°C to 65°C) Humidity: 5% to 95% non-condensing

FEATURES

- ✓ KEYPAD PROGRAMMABLE
- ✓ 480 ENTRY CODE CAPACITY
- ✓ 1-6 DIGIT ENTRY CODE LENGTH
- ✓ 4 INDEPENDENT OUTPUTS (TIMED/TOGGLED)
- ✓ 4 INDEPENDENT TIMERS
- ✓ EACH ENTRY CODE CAN BE PROGRAMMED TO ACTIVATE EITHER OR BOTH RELAYS
- ✓ RELAY CONTACTS ARE FORM "C" (N.O. & N.C)
- ✓ SOLID STATE OUTPUTS ARE OPEN COLLECTOR (SWITCH-TO-COMMON)
- ✓ TWO LED INDICATORS
- ✓ COURTESY LAMP
- ✓ PIEZO SOUNDER
- ✓ TIMED ANTI-PASSBACK (LAST 3 VALID ENTRIES)
- ✓ KEYPAD LOCKOUT
- ✓ TACTILE KEY FEEL
- ✓ DOOR SENSE INPUT
- ✓ INHIBIT INPUT
- ✓ REQUEST-TO-ENTER INPUT

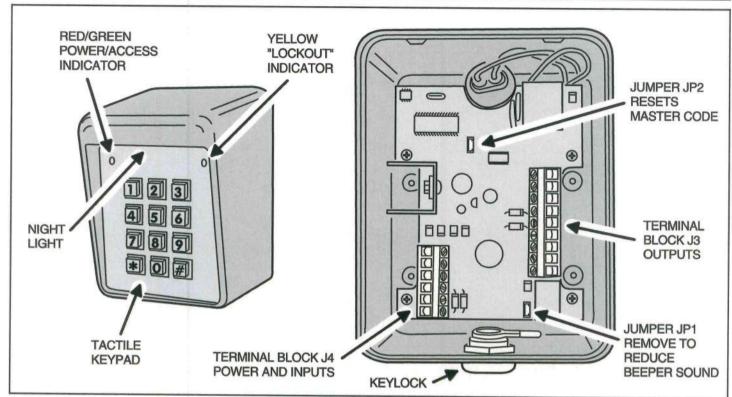


Figure 1. Component Locations

WIRING DIAGRAM

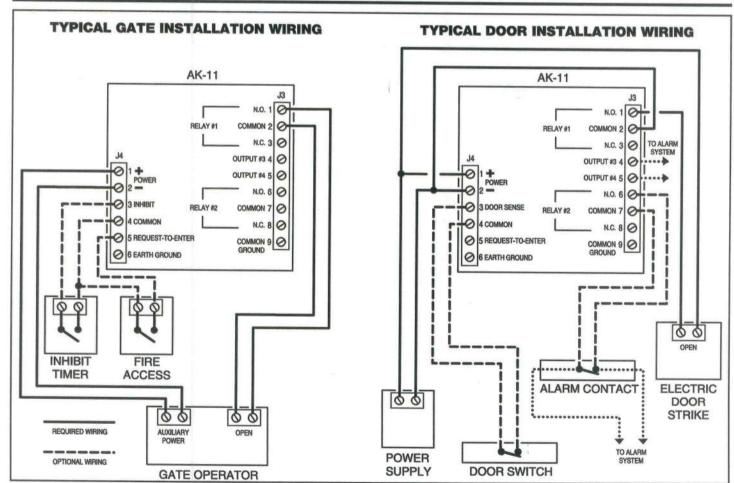


Figure 2. Wiring Diagram

INSTALLATION

To avoid damage to the unit from static discharges, connect the EARTH GROUND terminal to a good earth grounding point. Suggested wiring size is 18 AWG for earth ground and power (up to 500 feet of 18 AWG wire can be run for power, use larger wire for longer runs). Use 22 AWG or larger (depending on the load) for all other connections.

◆ CAUTION: If the unit is AC powered, and one side of the power transformer secondary is connected to earth ground, connect the grounded side to the "-" power terminal of the unit.

Select a location for the keypad. For door access control installations, mount the keypad near the controlled door. For gate control installations, mount the keypad in clear view of the gate, but far enough from the gate so the user cannot touch the gate from the keypad.











★ WARNING: TO AVOID SERIOUS INJURY OR DEATH, MAKE SURE THAT THE UNIT IS FAR ENOUGH FROM THE GATE SO THAT THE USER CANNOT TOUCH THE GATE WHILE OPERATING THE KEYPAD. HOWEVER, THE GATE MUST BE FULLY VISIBLE FROM THE KEYPAD.

Pedestal Mounting

The AK-11 keypad can be mounted on a standard pedestal.

□ Use four security bolts and locking nuts to secure the keypad's backplate to the pedestal (see Figure 3).

Wall Mounting

The AK-11 keypad can be mounted directly to a wall or flat surface.

- ☐ Use the appropriate fasteners to secure the keypad's backplate to the mounting surface.
- ☐ When mounting the keypad to a concrete wall, use concrete wedge anchors or molly anchors (see Figure 4).

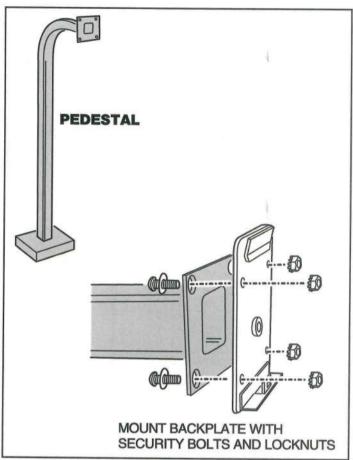


Figure 3. Pedestal Mounting Keypad Backplate

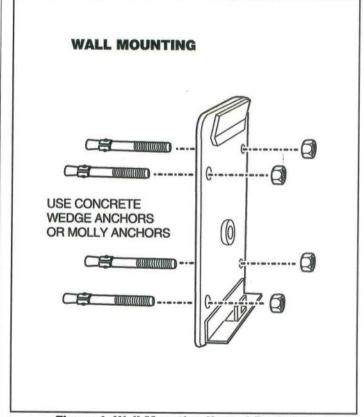


Figure 4. Wall Mounting Keypad Backplate

Gate Control

- □ Route four wires between the gate and the keypad (two for power, two for control).
- Connect the gate operator's auxiliary or radio power output terminals to the keypads POWER input terminals (observe wiring polarity).
- ☐ Connect the gate operator's OPEN terminals to the keypad's Relay #1 COMMON & N.O. terminals.
 - wowNOTE: For operator wiring specifics, refer to the gate operator's wiring diagram.
- If a request-to-enter pushbutton or fire access keyswitch is going to be used, route two wires from the keypad to the normally open switch. Connect the wires to the normally open switch and to the keypad's REQUEST-TO-ENTER and COMMON terminals.
- If an inhibit switch or timer is going to be used, route two wires from the keypad to the inhibit switch or timer relay. Connect the inhibit switch/timer terminals to the keypad's INHIBIT and COMMON terminals.
 - with NOTE: If the INHIBIT input is going to be used, it must be programmed to select that input type. See the Programming Options section of this manual.

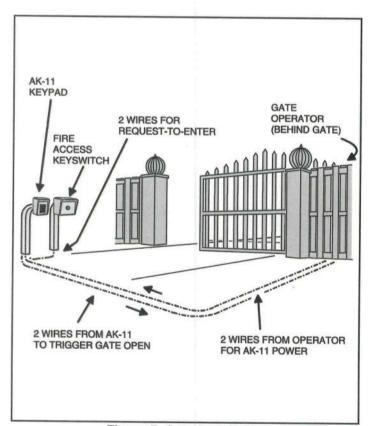


Figure 5. Gate Installation

Door Control

- Install a low voltage electric door strike for unlocking the door.
- ☐ Choose a location for the power supply or transformer.
- Route two wires between the power supply and the keypad. Connect the power supply's output terminals to the keypad's POWER input terminals (observe wiring polarity).
- □ Route two wires between the door strike and the keypad. Connect one of the door strike wires to the keypad's Relay #1 N.O. terminal. Connect the other door strike wire to the keypad's POWER + terminal. Connect a wire between the keypad's POWER terminal and the Relay #1 COMMON terminal.
- If a request-to-enter pushbutton or fire access keyswitch is going to be used, route two wires from the keypad to the normally open switch. Connect the wires to the normally open switch and to the keypad's REQUEST-TO-ENTER and COMMON terminals.
- To use the door sense feature to detect forced entry or door ajar conditions, install a normally closed door switch on the door and route two wires from the switch to the keypad. Connect the door switch to the keypad's DOOR SENSE and COMMON terminals.
- ☐ If an inhibit switch or timer is going to be used, route two wires from the switch or timer to the keypad. Connect the inhibit switch/timer terminals to the keypad's INHIBIT and COMMON terminals.

INOTE: Either door sense or inhibit can be used. Both features cannot be used at the same time.

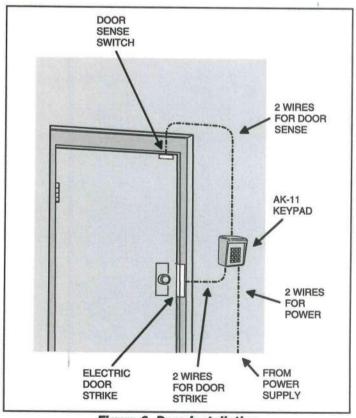


Figure 6. Door Installation

FACTORY DEFAULTS

| MASTER PROGRAMMING CODE | |
|----------------------------------|-----------------|
| ENTRY CODE LENGTH | |
| REQUEST-TO-ENTER OUTPUT | |
| ALARM SHUNT OUTPUT | |
| FORCED ENTRY OUTPUT | |
| DOOR AJAR OUTPUT | |
| RELAY #1 ON TIME | |
| RELAY #2 ON TIME | |
| SOLID STATE OUTPUT #3 ON TIME | |
| SOLID STATE OUTPUT #4 ON TIME | |
| DOOR SENSE/INHIBIT INPUT | |
| KEYPAD LOCKOUT OUTPUT | |
| KEYPAD ACTIVE OUTPUT | |
| DOWNLIGHT ON-TIME | 2 MINUTES |
| BEEPER SOUNDS WHEN KEY PRESSED . | YES |
| BEEPER SOUNDS DURING RELAY #1 | NO |
| BEEPER SOUNDS DURING RELAY #2 | NO |
| BEEPER SOUNDS DURING OUTPUT #3 | NO |
| BEEPER SOUNDS DURING OUTPUT #4 | |
| KEYPAD LOCKOUT COUNT 3 TRIES | BEFORE LOCKOUT |
| ANTI-PASSBACK TIME | O ANTI-PASSBACK |

BASIC PROGRAMMING

When the AK-11 is in programming mode, both LEDs will turn off until programming begins. After a programming option number is entered the yellow LED will blink. This indicates that the AK-11 is ready to accept the new programming data. After the new data entry is complete, the green LED will light while the data is being stored. The red LED will light if any programming data is entered incorrectly, and the command will have to be fully re-entered.

Entering Programming Mode

The 6-digit Master Programming Code (default = 123456) is used to enter Programming Mode.

Press: # 9 # Master Code

Master Code = the current 6-digit Master Programming Code

Exiting Programming Mode

Press: * *

The red LED will light when Programming Mode is exited.

**NOTE: The AK-11 will automatically exit Programming Mode after two minutes of inactivity.

Re-entering a Command After a Mistake

If the red LED lights, indicating an incorrect entry, or a wrong key is pressed during programming, to clear the keypad and re-enter the command:

Press: * 9 #

Setting Entry Code Length

Default: 4 digits

Press: 0 3 # Length

Length = 1 - 6 for entry code length

was NOTE: If the Entry Code Length is going to be changed from the factory default of four digits, make this change first, before programming any entry codes.

Adding a New Entry Code

Press: 0 1 # Code # Code # Action

Code = The new entry code: 1-999999, depending on code length Action = Relay output entry code will activate as follows:

1 = Relay #1, timed open

2 = Relay #2, timed open

3 = Both Relays, timed open

10 = Relay #1, toggled

20 = Relay #2, toggled

30 = Both Relays, toggled

12 = Relay #1 toggled; Relay #2, timed open

21 = Relay #1, timed open; Relay #2 toggled

The yellow LED will flash quickly while the AK-11 searches its memory for available space and duplicate entries. The green LED will light when the new code is stored.

If the new entry code chosen is already being used for another entry code, the red LED will light. A new *unique* code needs to be entered.

was NOTE: Leading zeros (zeros before the code number, i.e. 0001) do not need to be entered when programming a new entry code. The AK-11 will internally add any zeros to fill all digits determined by the entry code length setting. Leading zeros will have to be entered by the user when entering their code to gain access.

Erasing a Single Entry Code

Press: 0 2 # Code # Code

Code = The entry code to delete.

The yellow LED will flash quickly while the AK-11 searches its memory for the code to erase. The green LED will light when the code is erased.

Erasing All Entry Codes

★ WARNING: Performing this command will remove <u>all</u> entry codes from the memory.

Press: 97 # 000000 # 000000

■ NOTE: The green LED will light while the memory is being erased. This may take up to 15 seconds.

Changing the 6-Digit Master Programming Code

Press: 98 # Master Code # Master Code

Master Code = The new 6-digit Master Programming Code

| N | lew | mast | er | cod | 9: | | | | | | | |
|---|-----|------|----|-----|----|--|--|--|--|--|--|--|
|---|-----|------|----|-----|----|--|--|--|--|--|--|--|

Select Door Sense or Inhibit Input

Default: Door Sense

The input on terminal block J4, terminal #3 can be programmed for DOOR SENSE or INHIBIT.

Press: 10 # Input#

Input = 1 for Inhibit, = 0 for Door Sense

When programmed for DOOR SENSE, if an open condition on the input occurs *before* access is granted (with an entry code or with the request-to-enter input) a FORCED ENTRY output will occur. If an open condition remains *60 seconds after* a relay activation for access, a DOOR AJAR output will occur.

When programmed for INHIBIT, a closed condition on the input will prevent relay #1 from activating when access is requested (with an entry code). This mode is typically used with an external timer to disable the access device at certain times.

Select Forced Entry Output

Default: Output #3

Sets which output activates if the Door Sense input opens before access is granted. This output is not timed.

Press: 1 1 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3

4 = Output #4 0 = No Output

Select Door Ajar Output

Default: Output #4

Sets which output activates if the Door Sense input stays open after access is granted. This output is not timed.

Press: 1 2 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3

4 = Output #4 0 = No Output

Select Keypad Lockout Output Default: No Output

Sets which output activates when the keypad is "locked out" after too many incorrect entry code attempts. The lockout time is 60 seconds.

Press: 13 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3

4 = Output #4 0 = No Output

Select Keypad Active Output Default: No Output

Sets which output activates when any keys are pressed. This output is timed.

Press: 14 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3

4 = Output #4 0 = No Output

Select Alarm Shunt Output

Default: No Output

Sets which output activates during the time access is granted. (Use this output to shunt alarm contacts attached to the access door.) This output may be timed or latched.

Press: 1 5 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3,

4 = Output #4 0 = No Output

Select Request-to-Enter Output Default: Relay #1

Sets which output activates when the Request-to-Enter input is grounded. This output remains activated for at least the length of time specified by the On-times for the relays or outputs. If the Request-to-Enter input continues to be grounded beyond the time specified by the On-times for the relays or outputs, the output will remain activated as long as the Request-to-Enter input remains grounded.

Press: 1 6 # Output

Output = Output to Activate (0-4)

1 = Relay #1 2 = Relay #2 3 = Output #3

4 = Output #4 0 = No Output

Relay #1 On-time

Default: 2 Seconds

Sets the length of time Relay #1 activates when triggered.

Press: 21 # Seconds

Seconds = Output time in seconds (0-60)

Relay #2 On-time

Default: 2 Seconds

Sets the length of time Relay #2 activates when triggered.

Press: 22 # Seconds

Seconds = Output time in seconds (0-60)

Solid-state Output #3 On-time Default: 2 Seconds

Sets the length of time Output #3 activates when triggered.

Press: 23 # Seconds

Seconds = Output time in seconds (0-60) 99 = Toggle mode

Solid-state Output #4 On-time Default: 2 Seconds

Sets the length of time Output #4 activates when triggered.

Press: 24 # Seconds

Seconds = Output time in seconds (0-60) 99 = Toggle mode

Set Downlight On-Time

Default: 2 Minutes

Sets the time duration that the downlight remains on after a key press.

Press: 25 # Duration

0 =Always off 1 = 1 minute 2 = 2 minutes 3 = 3 minutes 4 = 4 minutes 99 =Always on

Beep Sounds on Keystrokes

Default: Yes

Selects whether or not the keypad beeps as each key is pressed.

Press: 4 0 # Sound

Sound = 1 for Yes = 0 for No.

Beep Sounds During Relay #1

Default: No

Selects whether or not the keypad beeps during Relay #1 activation.

Press: 41 # Sound

Sound = 1 for Yes = 0 for No

Beep Sounds During Relay #2

Default: No

Selects whether or not the keypad beeps during Relay #2 activation.

Press: 42 # Sound

Sound = 1 for Yes = 0 for No.

Beep Sounds During Output #3

Default: No

Selects whether or not the keypad beeps during Output #3 activation.

Press: 43 # Sound

Sound = 1 for Yes = 0 for No

Beep Sounds During Output #4

Default: No

Selects whether or not the keypad beeps during Output #4 activation.

Press: 44 # Sound

Sound = 1 for Yes = 0 for No

Keypad Lockout Count

Default: 3 Tries

Sets the number of incorrect entry code attempts allowed before the keypad "locks out".

Press: 50 # Attempts

Attempts = Number of attempts before lockout (2-7)

Anti-passback Time

Default: No Anti-passback

Sets the length of time an entry code will not function after it is used.

Press: 5 1 # Minutes

Minutes = Time in Minutes (1-4) 0 = No Anti-passback

Master Reset

- ◆ CAUTION: Performing a master reset will clear the entire memory of the AK-11 and return all programmable options to the factory default values. ALL ENTRY CODES WILL BE ERASED.
- Disconnect power from the keypad. STEP 1
- STEP 2 Press and hold down the * and # kevs.
- STEP 3 Apply power to the keypad, continue holding the keys down until the red LED starts flashing.
- Release the keys. The red and yellow LEDs will remain lit until the process is complete, then the yellow LED will go out.

Resetting the Master Code

- STEP 1 Open the AK-11 case.
- STEP 2 Locate jumper JP2. This jumper is used to reset the master
- With power applied to the keypad, remove jumper JP2. The keypad will begin to beep, signaling that the code has been reset.
- STEP 4 Replace jumper JP2.

THE MASTER PROGRAMMING CODE IS NOW 123456.

Solid State Outputs

The two solid state outputs (Output #3 & Output #4) can be programmed to activate during various conditions. These outputs can be used to activate indicators or sounders. See Figure 7 for wiring examples using the solid state outputs.

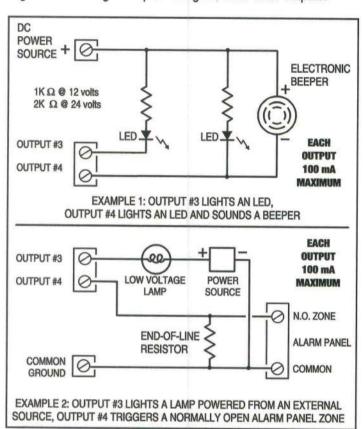


Figure 7. Using the Solid State Outputs

Beeper Sound Level

The keypad's beeper can be set to low or high level.

☐ If the keypad's beeper is too loud for the keypad's location, remove jumper JP1 (see Figure 8).

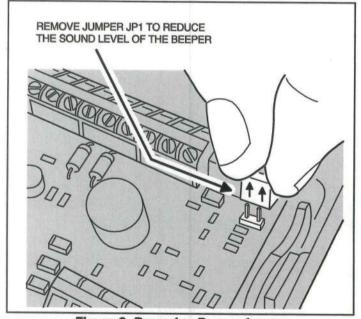


Figure 8. Removing Beeper Jumper

Locking Keypad

After the installation is complete. Lock the keypad using the keylock (see Figure 9).

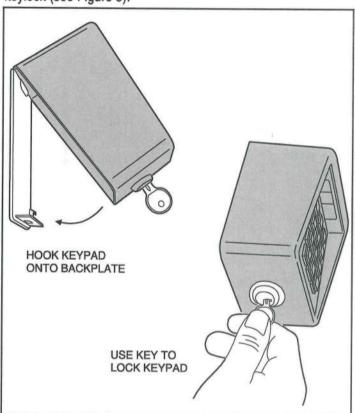


Figure 9. Locking the Keypad Case

AK-11 OPERATION

- ✓ Users of the AK-11 have up to 40 seconds to key in their entry code.
- Up to eight seconds are allowed between each keystroke.
- ✓ All digits of the entry code must be entered. Example: If the code is 0042, the user must enter "0 0 4 2".
- ✓ If the wrong key is pressed, pressing the ★ key will reset the keypad. The correct code can then be re-entered.
- After a correct code is entered, the red LED will turn green and the programmed relay will activate for the programmed time.
- ✓ If the number of incorrect codes entered exceeds the keypad lockout count, the yellow LED will light, indicating that the keypad is locked out. The lockout will remain for one minute.
- After a valid code has been entered, it will be unusable until the anti-passback time expires.

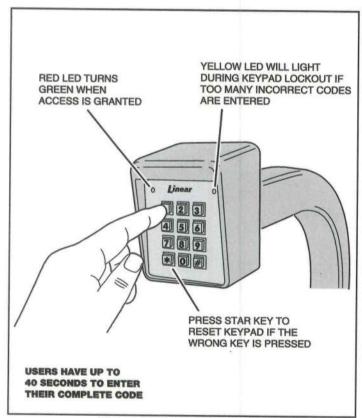


Figure 10. Operating AK-11

| | | | ♦1 Timed ♦1 Toggled ♦1 Timed ♦1 Toggled ♦1 Timed ♦1 Toggled | Y NUMBER |
|---|---|--|---|---|
| | | | ♦1 Timed♦1 Toggled♦1 Timed♦1 Toggled | ♦ 2 Toggled ♦ 2 Timed ♦ 2 Toggled ♦ 2 Timed |
| | | | ♦1 Timed♦1 Toggled♦1 Timed♦1 Toggled | ♦2 Timed ♦2 Toggled ♦2 Timed |
| | | | ♦1 Timed ♦1 Toggled | ♦2 Timed |
| | | | ♦1 Toggled | |
| | | | | An Tanalad |
| | | | A | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
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| | | | ↑1 Toggled | ♦ 2 Toggled |
| 1 | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦ 2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦ 2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | * | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦ 2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦ 2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦ 2 Timed |
| | | | ♦1 Toggled ♦1 Timed | ♦ 2 Toggled |
| | | | ♦1 Timed ♦1 Toggled | ♦ 2 Timed♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Timed ♦1 Toggled | ♦ 2 Toggled |
| | | | ♦1 Timed | ♦2 Timed |
| | | | ♦1 Toggled | ♦ 2 Toggled |

LINEAR LIMITED WARRANTY

This Linear product is warranted against defects in material and workmanship for twenty-four (24) months. The Warranty Expiration Date is labeled on the product. This warranty extends only to wholesale customers who buy direct from Linear or through Linear's normal distribution channels. Linear does not warrant this product to consumers. Consumers should inquire from their selling dealer as to the nature of the dealer's warranty, if any. There are no obligations or liabilities on the part of Linear LLC for consequential damages arising out of or in connection with use or performance of this product or other indirect damages with respect to loss of property, revenue, or profit, or cost of removal, installation, or reinstallation. All implied warranties, including implied warranties for merchantability and implied warranties for fitness, are valid only until Warranty Expiration Date as labeled on the product. This Linear LLC Warranty is in lieu of all other warranties express or implied.

All products returned for warranty service require a Return Product Authorization Number (RPA#). Contact Linear Technical Services at 1-800-421-1587 for an RPA# and other important details.

FCC NOTICE

Changes or modifications not expressly described in this manual or approved by the manufacturer could void the user's authority to operate the equipment.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

CHANGE ORDER

No. 1 Final



| Date of Issuance: June 23, 2023 | 3 | Effective | Date: June 23 | , 2023 |
|---|--------------------------|--------------------|---------------------------------|--------------------------------------|
| Project: Sanitary Sewer Rehabilita Avenue, Norfolk, NE - 2022 | tion Omaha Owner: 0 | City of Norfolk | | Owner's Contract No.: |
| Contract: Sanitary Sewer Rehabilita | ation Omaha Avenue, N | lorfolk, NE – 202 | 22: Base Bid | Date of Contract: 1/17/2023 |
| Contractor: Municipal Pipe Tool Co | <u> </u> | | | Engineer's Project No.: 022-00342 |
| The Contract Documents are mo Description: Adjusted Final Quantiti | | execution of t | his Change Ord | er: |
| Attachments: (List documents supp | porting change): see att | ached spreadsh | neet | |
| CHANGE IN CONTRA | CT DDICE | | CHANGE IN | I CONTRACT TIMES |
| Original Contract Price: | CI PRICE | | tract Times: Completion (day | s or date): ys or date): |
| \$ 768,436.75 [Increase] [Decrease] from pre | viously approved | | | previously approved Change Orders |
| Change Orders No to No | 25 27 25 L | No to N | o. <u></u> : | |
| \$ <u>N/A</u> | | | | s or date): ys or date): |
| Contract Price prior to this Cha | nge Order: | Substantial | Completion (day | Change Order: s or date): |
| \$ <u>768.436.75</u> | | 736 | 22. 2 | ys or date): |
| Decrease of this Change Order: | | | | s Change Order: s or date): |
| \$ <u>(8,052.66)</u> | | | | ys or date): |
| Contract Price incorporating th | is Change Order: | | | roved Change Orders: s or date): |
| \$ 760,384.09 | | | inal Payment (da | |
| RECOMMENDED: Olssor | 1101 | ACCEPTED: | | ACCEPTED: |
| By: Engineer (Authorized Sign | By: | ner (Authorized Si | | y: Contractor (Authorized Signature) |
| Title: Project Engineer | | iei (Matiionzea oi | | itle: Project Maragor |
| Date: 6/23/2023 | V84 1 /2 | | | ate: 6/26/2023 |
| Approved by Funding Agency (i | | | | , |
| Ву: | Title: | | | Date: |
| | | | | |

EJCDC° C-941, Change Order, Adapted.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

Change Order 1 Final

Project:

Sanitary Sewer Rehabilitation Omaha Avenue, Norfolk, NE - 20: OISSON

Date: 6/23/23

Contractor:

Municipal Pipe Tool Co.

| Α | В | С | D | E | F | G | Н | 1 | J |
|-------------|--|-------------|------------------------|--------------|-----------------------------------|------------------------|--------------------------|------------------|---------------------------------|
| ITEM NO. | DESCRIPTION OF WORK | Pay Unit | Contract Quantities | Price Bid | Contract Total Cost (D * E) | Constructed Quantities | Add/Deduct Quantities | Add/Deduct Price | Contract Adjusted Total Cost |
| Base I | Bid | | | | | | | | |
| | Mobilization / Demobilization | LS | 1 | \$47,500.00 | \$47,500.00 | 1.00 | 0 | 0.00 | \$47,500.00 |
| 2 | 21" Pre-Liner | LF | 4105 | \$4.85 | \$19,909.25 | 4,099.10 | -5.9 | -28.61 | \$19,880.64 |
| 3 | 30" Pre-Liner | LF | 201 | \$8.50 | \$1,708.50 | 195.50 | -5.5 | -46.75 | \$1,661.75 |
| 4 | 21" CIPP Liner | LF | 4105 | \$104.00 | \$426,920.00 | 4,099.10 | -5.9 | -613.60 | \$426,306.40 |
| 5 | 30" CIPP Liner | LF | 201 | \$221.00 | \$44,421.00 | 195.50 | -5.5 | -1,215.50 | \$43,205.50 |
| 6 | Service Reinstatement | EA | 10 | \$150.00 | \$1,500.00 | 10.00 | 0 | 0.00 | \$1,500.00 |
| 7 | Trim Protrusion | EA | 32 | \$250.00 | \$8,000.00 | 2.00 | -30 | -7,500.00 | \$500.00 |
| 8 | Manhole End Seal | EA | 30 | \$750.00 | \$22,500.00 | 32.00 | 2 | 1,500.00 | \$24,000.00 |
| 9 | Pre-Lining CCTV Inspection/Pipe Cleaning | LF | 4306 | \$12.50 | \$53,825.00 | 4.294.60 | -11.4 | -142.50 | \$53,682.50 |
| 10 | Post-Lining CCTV Inspection | LF | 4306 | \$0.50 | \$2,153.00 | 4,294.60 | -11.4 | -5.70 | \$2,147.30 |
| 11 | Bypass Pumping | LS | 1 | \$135,000.00 | \$135,000.00 | 1.00 | 0 | 0.00 | \$135,000.00 |
| 12 | Traffic Control | LS | 1 | \$5,000.00 | \$5,000.00 \$768,436.75 | 1.00 | 0 | 0.00 | \$5,000.00 \$760,384.09 |
| Chang | je Order | | | | | | | | |
| | | | | | | | | | |
| | Contract Total | | | | \$768,436.75 | | | (\$8,052.66) | \$760,384.09 |