

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, July 17, 2023
5:30 p.m.

Created 7/13/2023 1:36 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, July 17, 2023, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continually current, is available at the office of the City Clerk, 309 N 5th St, Norfolk Nebraska, during normal business hours.

Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's office at (402) 844-2000 no later than 4:30 p.m. on the Friday preceding the meeting.



Brianna Duerst
City Clerk

Publish (July 12, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
July 17, 2023

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

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 3, 2023 City Council meeting. **Motion**
8. Keno comparison for June 2023 **Motion**
9. Consideration of approval of a request from Bill Jepsen, to discharge fireworks at Ta-Ha-Zouka Park on Sunday, September 17, 2023 for the Handcuffs and Hoses charity softball game. **Motion**
10. Consideration of approval of a license agreement between the City of Norfolk, and Conover Properties, LLC, a Nebraska Limited Liability Company, for the purpose of placing a temporary sidewalk café within the City's right of way located at 120 S 3rd Street. **Motion**

11. Consideration of Resolution No. 2023-31 extending the City's LARM (League Association of Risk Management) participation up to September 30, 2026 and including a requirement of at least 180-days' notice of intent of termination. **Resolution 2023-31**
12. Consideration of approval of an Addition To Premise of an outdoor area, approximately 23 x 110, for the Class C liquor license of Seven County Spirits, LLC, dba District Event Center, 218 West Norfolk Avenue, making the new description as, "One story building approximately 276 x 120 with outdoor area approximately 23 x 100." **Motion**
13. Consideration of Resolution No. 2023-32 releasing the Westerly 5', except the Southerly 10' thereof, utility easements, on Lot One, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Wards Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21 **Resolution 2023-32**
14. Consideration of Resolution No. 2023-33 releasing the 10' utility easement (5' on each side of the common lot line) between Lots 16 and 17, Block 2, less the east 10' thereof of Nor Park Subdivision, City of Norfolk, Madison County, Nebraska, being part of the East ½ of Section 26, T24N, R1W of the 6th P.M., Madison County, Nebraska. **Resolution 2023-33**
15. Consideration of Resolution No. 2023-34 releasing the Southerly 5' of Lot 12 and the Northerly 5' of Lot 13, except the east and west 10' thereof, utility easements, in Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska AND 5' on each side of the following described line: Beginning at the Northwest corner of Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska; thence S 87°48'10"W, on the extension of the North line of said Lot 13, a distance of 107.08 feet to the point of ending, said point being on the West line of Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska. **Resolution 2023-34**
16. Consideration of approval of an easement agreement between Steven T. and Amy J. Brockhaus and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 824 Wood Street. **Motion**
17. Consideration of approval of an easement agreement between Blackman Boys Enterprises, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1224 W Michigan Avenue. **Motion**
18. Consideration of approval of an easement agreement between Najado Rentals, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 823 Glenn Street. **Motion**
19. Consideration of approval of a Special Designated Liquor License requested by American Legion Post 267, to serve beer, wine and distilled spirits at the DeVent Center, 4300 W Norfolk Ave, from 4:00 p.m. to 1:00 a.m. for a wedding on August 5, 2023. **Motion**

20. Consideration of approval of an agreement with Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, allowing the use of Memorial Field in Veterans Memorial Park for football games, scrimmages, and practices from the date of this agreement to June 30, 2024. **Motion**
21. Consideration of approval of an agreement with Flood Communications, L.L.C., a Nebraska Limited Liability Company, and District TT Hospitality LLC, a Nebraska Limited Liability Company, to close a portion of W Norfolk Avenue to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live performances, axe throwing, food truck vendors, and providing Wi-Fi services, on Saturday, August 12, 2023. **Motion**
22. Consideration of approval of an agreement with Young Life, a Texas Nonprofit Corporation, allowing the use of Central Park for a Water War event on Tuesday, August 22, 2023, including but not limited to various water games for Junior High students. **Motion**
23. Consideration of approval of an agreement with Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, allowing the use of Norfolk Pedal Park for a Big Wheel race on Saturday, August 19, 2023. **Motion**
24. Consideration of Resolution 2023-35 approving the Third Amended Interlocal Solid Waste Management Agreement and authorizing the Mayor to sign the agreement on behalf of the City of Norfolk. **Resolution 2023-35**
25. Consideration of approval to remove property located in Section 36, Township 24, Range 1, Madison County, at the request of Bernard Wrede, Trustee of the Bernard and Carol Wrede Living Trust, from the county industrial tract designation. **Motion**
26. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

27. Proclamation for The Arc of Norfolk's 70th Anniversary.
28. Proclamation for July 2023, as "Disability Pride Month."

PUBLIC HEARINGS AND RELATED ACTION

29. Public hearing to consider approval of the Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, 1227 Eldorado Road, and the manager application of Susan O. Fuchtmann.
30. Consideration of approval Resolution No. 2023- 36 of the Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, and the manager application of Susan O. Fuchtmann. **Resolution 2023-36**

REGULAR AGENDA

31. Consideration of approval of revised Maintenance Agreement No. 19 with the Nebraska Department of Transportation for calendar year 2023, and authorization for the Mayor to execute Certificate of Compliance at the end of 2023. **Motion**

32. Consideration of approval to award a contract to Custom Ice, Inc. for the construction of an ice rink at Johnson Park for an amount of \$284,303.00. **Motion**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
July 17, 2023

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the July 3, 2023 City Council meeting. **Motion**

See Enclosure 7.
8. Keno comparison for June 2023 **Motion**

Keno commissions for June 2023 are \$43,688.59, which is down \$572.68 or 1.29% from last June. Year-to-date commissions are down \$75,258.72, or 14.47%.

See Enclosure 8.

9. Consideration of approval of a request from Bill Jepsen, to discharge fireworks at Ta-Ha-Zouka Park on Sunday, September 17, 2023 for the Handcuffs and Hoses charity softball game. **Motion**

See Enclosure 9.

10. Consideration of approval of a license agreement between the City of Norfolk, and Conover Properties, LLC, a Nebraska Limited Liability Company, for the purpose of placing a temporary sidewalk café within the City's right of way located at 120 S 3rd Street. **Motion**

See Enclosure 10.

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

Last year's Resolution 2022-28 extended the City's participation in LARM through September 30, 2025 and required at least 180 days' notice of the City's intent to terminate coverage. That extension qualified the City for the maximum 5% participation discount.

See Enclosure 11.

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

See Enclosure 12.

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

Schroeder Land Surveying on behalf of the property owner, Pat Boyle, requests the release of these utility easements. The utility companies do not object to the release of these easements. Staff recommend approval.

See Enclosure 13.

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

The property owner, Derek Goetz, requests the release of these utility easements. The utility companies do not object to the release of these easements. Staff recommend approval.

See Enclosure 14.

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

Schroeder Land Surveying on behalf of Elkhorn Valley Bank & Trust and Roger Bader, Jackie Mayer, and Kirk Bader, the property owners, requests the release of these utility easements. The utility companies do not object to the release of these easements. Staff recommend approval.

See Enclosure 15.

16. Consideration of approval of an easement agreement between Steven T. and Amy J. Brockhaus and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 824 Wood Street. **Motion**

This temporary easement located along 824 Wood Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend acceptance.

See Enclosure 16.

17. Consideration of approval of an easement agreement between Blackman Boys Enterprises, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 1224 W Michigan Avenue. **Motion**

This temporary easement located along 1224 W Michigan Avenue allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend approval.

See Enclosure 17.

18. Consideration of approval of an easement agreement between Najado Rentals, LLC and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 823 Glenn Street. **Motion**

This temporary easement located along 823 Glenn Street allows for additional space to install sidewalks and driveway approaches for the project. Staff recommend approval.

See Enclosure 18.

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

See Enclosure 19.

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

See Enclosure 20.

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

See Enclosure 21.

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

See Enclosure 22.

23. Consideration of approval of an agreement with Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, allowing the use of Norfolk Pedal Park for a Big Wheel race on Saturday, August 19, 2023. **Motion**

See Enclosure 23.

24. Consideration of Resolution 2023-35 approving the Third Amended Interlocal Solid Waste Management Agreement and authorizing the Mayor to sign the agreement on behalf of the City of Norfolk. **Resolution 2023-35**

See Enclosure 24.

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

The property (Tax ID #590170412) is located within the City of Norfolk's zoning jurisdiction. Pursuant with Section 13-1119 of Nebraska State Statute, Bernard Wrede, Trustee of the Bernard and Carol Wrede Living Trust, filed the application with Anne Pruss, Madison County Clerk.

See Enclosure 25.

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

SPECIAL PRESENTATIONS

27. Proclamation for The Arc of Norfolk's 70th Anniversary.

See Enclosure 27.

28. Proclamation for July 2023, as "Disability Pride Month."

See Enclosure 28.

PUBLIC HEARINGS AND RELATED ACTION

29. Public hearing to consider approval of the Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, 1227 Eldorado Road, and the manager application of Susan O. Fuchtman.

Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, 1227 Eldorado Road, has submitted an application for a Class C Liquor License, replacing the current license at that location. A background check was completed by the Norfolk Police Department and is attached to the agenda packet.

Following the public hearing, Council will need to make a recommendation, by resolution, to the Nebraska Liquor Control Commission, who ultimately decides on issuance of the license.

See Enclosure 29.

30. Consideration of approval Resolution No. 2023- 36 of the Class C (beer, wine, distilled spirits, on and off sale only) liquor license application for Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, and the manager application of Susan O. Fuchtman.

Resolution 2023-36

See Enclosure 30.

REGULAR AGENDA

31. Consideration of approval of revised Maintenance Agreement No. 19 with the Nebraska Department of Transportation for calendar year 2023, and authorization for the Mayor to execute Certificate of Compliance at the end of 2023.

Motion

Maintenance Agreement No. 19 authorizes City maintenance of the State highway system within city limits. The City is responsible for the day-to-day maintenance, including snow removal. The State reimburses the City for these services at a standard rate according to the number of lane miles within city limits. The number of lane miles is 53.48 miles at \$2,100.00 per lane mile for a total of \$112,308.00. The Certificate of Compliance will be received at the end of 2023, after the City has provided the required maintenance.

For 2022 maintenance, City staff discussed revising this agreement with the State. However, the revised agreement for 2022 wasn't officially approved. The approved 2023 agreement attached to the December 19, 2022 agenda, was a renewal agreement instead of the revised agreement. The State has since revised the 2023 agreement accordingly.

The Public Works Director recommends approval of the revised Maintenance Agreement No. 19 with the Nebraska Department of Transportation for calendar year 2023 and authorization for the Mayor to execute Certificate of Compliance at the end of 2023.

See Enclosure 31.

32. Consideration of approval to award a contract to Custom Ice, Inc. for the construction of an ice rink at Johnson Park for an amount of \$284,303.00. **Motion**

This is a request to approve the Outdoor Ice Rink Contract with Custom Ice to build an Ice Rink at Johnson Park that will double as a basketball court in the summer. This was in the original bid for Johnson Park construction, the bid was rejected by council on May 15th due to a single high bidder. We readvertised the bid for the ice rink and water fountain that closed on June 29th without any bids submitted. With no bids, we will need to work directly with the manufacturer to install the ice rink as a stand-alone project. Staff recommends awarding the contract with custom ice for \$284,303. Staff will work directly with concrete contractors to lay the concrete for the project. This is funded through the Johnson Park and riverfront improvement project funds.

See Enclosure 32.

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 3rd day of July, 2023, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Corey Granquist, Frank Arens, Justin Webb, Andrew McCarthy, Thad Murren, Justin Snorton, Shane Clausen and Kory Hildebrand. Nays: None. Absent: None.

Staff members present were: City Administrator Andy Colvin, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Water and Sewer Director Chad Roberts, Communications Manager Nick Stevenson, Assistant City Engineer Anna Allen, City Planner Val Grimes, and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act posted in the City Council Chambers and accessible to members of the public.

Notice of the meeting was given in advance thereof by publication in the Norfolk Daily News, Norfolk, Nebraska, the designated method of giving notice, as shown by affidavit of publication.

Notice was given to the Mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Agenda Motions

Councilmember Granquist moved, seconded by Councilmember Snorton to approve the consent agenda with Item #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*, moved to the Regular Agenda. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None.

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

Consent Agenda Items Approved

Minutes of the June 20, 2023, City Council meeting

June sales tax report (April sales)

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

Lori B. Langston easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 833 South 9th Street

Theresa M. Lange easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 834 South 8th Street

Rick C. Kubat easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 700 W Michigan Avenue

David Stolp easement agreement for the Michigan Avenue and 8th Street Reconstruction project for property located along 902 South 8th Street

GB Promotions, Inc. temporary and permanent easement agreements for the Michigan Avenue and 8th Street Reconstruction project for property located along 905 West Michigan Avenue

Debra S. Lingenfelter temporary and permanent easement agreements for the Michigan Avenue and 8th Street Reconstruction project for property located along 1001 South 13th Street.

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

McMill CPA PC, a Nebraska Professional Corporation, d/b/a McMill CPAs & Advisors, agreement 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.

Faith Regional Health Services, a Nebraska Nonprofit Corporation, agreement 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

Ratify an emergency payment in the amount of \$68,012.46 to Merit Mechanical for installation of the replacement heater at AquaVenture Waterpark

Parks and Recreation Board recommendations to include items regarding full agenda approval, officer elections, bylaw updates, and report approval

Bills in the amount of \$3,427,101.32

Regular Agenda ItemsResolution No. 2023-30

(declare City's intent to incur indebtedness, flood control recertification)

Councilmember Snorton moved, seconded by Councilmember Clausen, for 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.

Finance Officer Randy Gates provided information to elected officials. This is necessary for Phase IIIA of the flood control recertification to move forward, which will take us to 60% design.

Jim McKenzie, 1412 Longhorn Drive, had asked for this item to be moved to the regular agenda to have discussion on the long-term debt issued by the city. McKenzie noted that flood control is probably the most important and critical piece of infrastructure that we have in the city. McKenzie asked about the full estimated cost to completely recertify the flood control.

Public Works Director Steven Rames said the total cost of the project, with construction, is estimated at \$9,236,796. To date, we have spent approximately \$795,000.

McKenzie asked elected officials to really look at the full picture of the debt level of the city and the impact that it has on the citizens and to prioritize what is most important. McKenzie said he wanted to compare this issue with that of the recently discussed lift station, which is estimated at \$9.1 million, would increase the city's debt level even more, and have a significant effect on ratepayers. McKenzie urged elected officials to contrast the critical issue of the flood control recertification with other spending projects and prioritize spending as to not overburden the citizens of Norfolk with more tax and rate increases.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand.
Nays: None. Absent: None. Resolution 2023-30 was adopted.

Crack Sealing Project

Councilmember Granquist moved, seconded by Councilmember Arens, for approval to advertise for request for proposals for a crack sealing project for the Street Division.

Public Works Director Steven Rames provided information to elected officials. 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.

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

Elkhorn Paving Construction

(Johnson's park Improvement Project Bid Package 2 – upper park improvements)

Councilmember Granquist moved, seconded by Councilmember Murren, for approval of awarding 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.

Assistant City Engineer Anna Allen provided information to elected officials. 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. The contract fits within the original budget for the overall Johnson Park project.

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

Perry Reid Construction, LLC Change Order No. 4F
(Norfolk Transfer Station Site Improvements project)

Councilmember Granquist moved, seconded by Councilmember McCarthy, for 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.

Public Works Director Steven Rames provided information to elected officials. 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.

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

Municipal Pipe Tool Co. Change Order No. 1F
(Sanitary Sewer Rehabilitation Omaha Avenue project)

Councilmember Webb moved, seconded by Councilmember Hildebrand, for 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.

Water and Sewer Director Chad Roberts provided information to elected officials. On May 2,

2022, a \$768,436.75 contract with Municipal Pipe Tool Co. was awarded 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.

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

There being no further business, the Mayor declared the meeting adjourned at 6:15 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

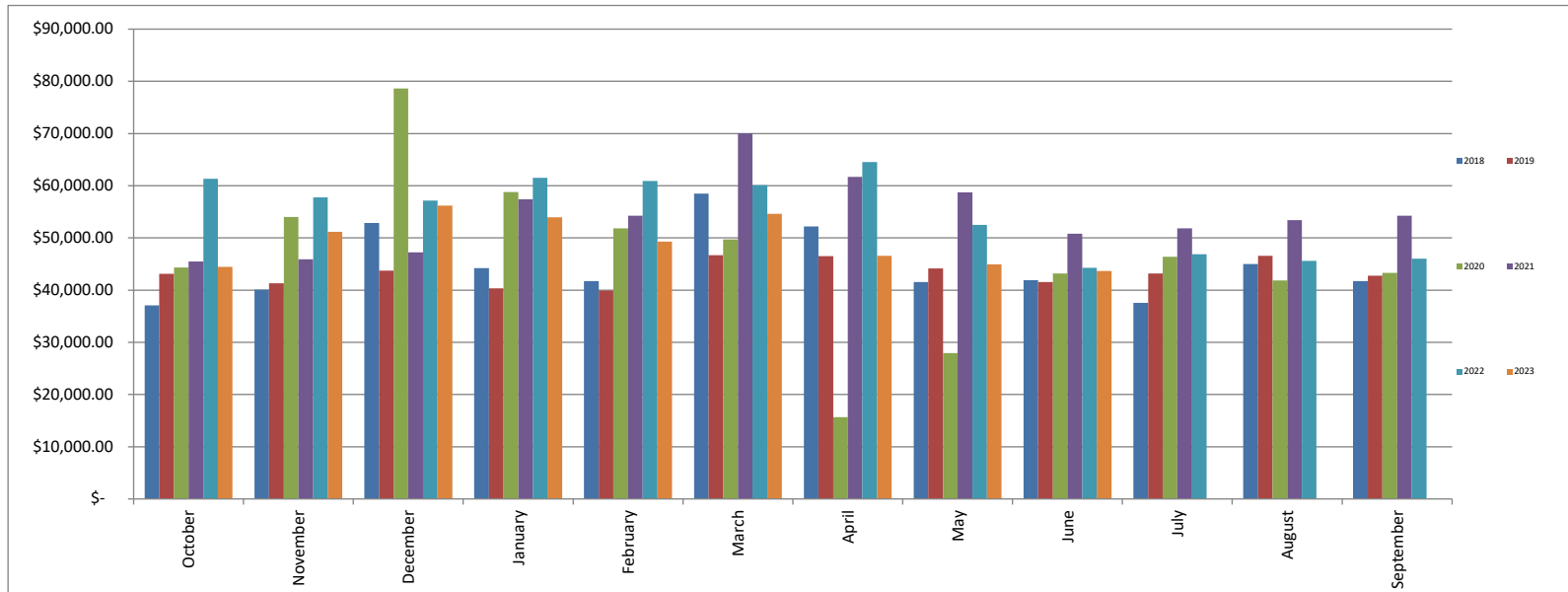
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, July 3, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

**Keno Yearly Comparison
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	2023 <u>BUDGET</u>	<u>Change 2022 to 2023</u>	<u>BUDGET VARIANCE</u>		
October	\$ 37,053.29	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 61,349.66	\$ (16,919.87)	-27.58%	\$ (16,919.87)	-27.58%
November	\$ 40,116.22	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 57,767.61	\$ (6,614.92)	-11.45%	\$ (6,614.92)	-11.45%
December	\$ 52,886.34	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 57,133.03	\$ (937.94)	-1.64%	\$ (937.94)	-1.64%
January	\$ 44,229.53	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 61,147.57	\$ (7,563.49)	-12.30%	\$ (7,208.86)	-11.79%
February	\$ 41,759.14	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 60,915.12	\$ (11,618.29)	-19.07%	\$ (11,618.29)	-19.07%
March	\$ 58,494.56	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ 60,123.37	\$ (5,484.59)	-9.12%	\$ (5,484.59)	-9.12%
April	\$ 52,179.16	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ 63,513.29	\$ (17,937.09)	-27.80%	\$ (16,937.09)	-26.67%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ 58,731.05	\$ (7,606.85)	-14.48%	\$ (13,813.65)	-23.52%
June	\$ 41,929.11	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ 50,809.90	\$ (572.68)	-1.29%	\$ (7,121.31)	-14.02%
July	\$ 37,531.20	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ -	\$ 51,800.60	\$ -	0.00%	\$ -	0.00%
August	\$ 44,983.65	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ -	\$ 53,431.82	\$ -	0.00%	\$ -	0.00%
September	\$ 41,738.14	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ -	\$ 54,276.98	\$ -	0.00%	\$ -	0.00%
Total	\$ 534,423.60	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 444,834.08	\$ 691,000.00	\$ (75,255.72)	-14.47%	\$ (86,656.52)	-16.30%



Brianna Duerst

From: Bill <billjep60@gmail.com>
Sent: Monday, April 3, 2023 8:48 AM
To: Brianna Duerst
Subject: Request for approval

Hi Brianna,

Are there any forms I need to fill out to get approval for fireworks at Ta Ha Zouka Park? I have been asked by the Handcuffs and Hoses charity softball game to launch fireworks during the National Anthem and possibly at the end of the game, It will be Sunday, 17 Sept 2024 from 1:00 PM until approximately 4:00 PM.

I am a licensed Pyrotechnician with the State of Nebraska and also work with Big Bsng Boom.

Let me know if you have any questions.

Thanks!

--

Bill Jepsen
402-750-9993

SIDEWALK CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of this _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, (hereinafter the "City"), and Conover Properties, L.L.C., a Nebraska Limited Liability Company, (hereinafter the "Licensee"), who owns property at 120 S. 3rd Street, Suite A, Norfolk, Nebraska. WITNESSETH THAT:

WHEREAS, Licensee is the owner of property at 120 S. 3rd Street, Suite A, Norfolk, Nebraska, where the business known as Juice Stop is located, hereinafter referred to as the "Site"; and

WHEREAS, the Licensee has requested that the City issue a license for the purpose of placing a temporary sidewalk café (hereinafter "Café") directly adjacent to the Site within the City's right of way; and

WHEREAS, the City requires that an agreement be entered into as a condition of the license for the Café.

NOW THEREFORE, in consideration of the license given by the City to the Licensee, the Licensee agrees as follows:

I. TERM OF LICENSE: Unless otherwise terminated by the City, the license to have a Café on the City's property shall be temporary, and the license will be issued for the period May 1 through April 30. Licensee may renew the license on an annual basis by paying a license renewal fee as set forth herein to the City at least thirty (30) days prior to expiration of any current license. Renewal of the license shall automatically extend the terms of this agreement for the license renewal period. This license is a personal privilege and may not be transferred or assigned.

II. LICENSED AREA:

1. Location:

- a. The Café shall be located directly in front of and contiguous to the Site. Licensee may use an area along South 3rd Street and adjacent to the building. Permanent fencing shall be installed along the south and east sides of the Café which fencing shall be no more than four feet tall and shall extend no more than eight feet ten inches (8'10") from the property line (building). The licensed area shall be no more than twenty-three feet (23') in length beginning at a point even with the southeast corner of the building, thence running north 23' as depicted on the attached Exhibit "A". No amenities (chairs, umbrellas, signs, etc.) will extend beyond the fenced area.

- b. The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. Pursuant to requirements of the Americans with Disabilities Act, the Licensee shall insure, at all times, at least four (4) feet of sidewalk between the boundary of the Café and other objects or changes in the level of the sidewalk to include but not be limited to the curb, nearest step, trash can or in-ground planter, whichever is closer to the Café boundary.
 - c. The Licensee shall be allowed to install sidewalk improvements that will change the level of the sidewalk in the Café in order to bring the area into compliance with the requirements of the Americans with Disabilities Act as it relates to the entrance to their building. The parties understand that the improvements may create a raised portion of the sidewalk along the south and east fenced borders of the Café.
2. Pedestrian/Patron Access/Use:
- a. Licensee shall provide safe and adequate access to patrons making use of the Café and to pedestrians making use of the public way in or near the Café or the building.
 - b. The Café shall be constructed and maintained so as not to constitute a hazard or danger to persons making use of the Café, the building, or the public way.
 - c. All seating in the Café area must meet the requirements of the Americans with Disabilities Act.
 - d. Service of food and/or drinks in the Café area shall be limited to persons seated at tables in the Café.
 - e. The Licensee shall not be allowed to sell alcohol under this Sidewalk Café License Agreement.
 - f. Licensee agrees that the Café seating area will be bussed regularly to avoid containers and waste becoming a problem.
 - g. No smoking will be allowed anywhere within the Café location.
3. Removal:
- a. The Licensee shall ensure that all structures comprising the Café, except for permanent fencing, and including but not limited to chairs, tables, bollards and planters will be easily removed during periods of non-use. In no event

shall the structures comprising the Café, except for permanent fencing, be in place on the City's property before April 1 or after December 1 of any year.

- b. The Licensee shall remove all fixtures, chairs, tables, fencing, bollards, planters and any other items related to or connected to the Café from the public way on the last effective date of this License. Licensee agrees and understands that, within ten business days of the end of this License, it shall be required to fill any holes drilled in the concrete for bolting down the fence with material as approved by City's Engineer.
- c. Unless otherwise agreed in writing between the parties, Licensee shall return the sidewalk on City's property to its original condition, or make arrangements to do so, within ninety (90) days of removal of the fence. During the time after removal of the fence and until the sidewalk has been restored to its original condition, Licensee shall flag the raised area of the sidewalk to notify pedestrians of the tripping hazard. In the event arrangements are not made, City will restore the site to its original condition and Licensee, upon being billed by City, shall pay the actual cost incurred by City in restoring the site.

III. FEES AND COSTS:

1. To Be Paid By Licensee:
 - a. Licensee shall pay an application fee to City in the amount of \$250.00 upon submission of its application for a sidewalk café License. Said application fee shall be nonrefundable and shall not be prorated depending upon when the application is submitted. If the license is granted, the application fee shall become the license fee for the initial license period.
 - b. Licensee shall a pay an annual license renewal fee in the amount of \$250.00 for each year this license remains in effect. Said license renewal fee shall be due and payable at least 30 days prior to the expiration of any current license. In the event a renewal fee is not paid 30 days prior to the expiration of a current license, then the license expires and a new application must be submitted in order to acquire a new sidewalk café license.
 - c. Licensee at its own cost and expense shall maintain the Site and Café.
 - d. Licensee shall bear all financial responsibility for any and all improvements to the public way, both within and surrounding the Café, which are, in the opinion of any City department or division, required for the proper and safe operation of the Café.

- e. Licensee shall bear all costs and expenses related to the construction and maintenance of any improvements and other amenities relative to this license and operation of the Café.
 - f. Licensee agrees and understands that the City at its sole discretion may require the Licensee, at Licensee's own expense, to move seating/fencing for construction and/or maintenance of infrastructure and public amenities with one week's notice from the City. City shall not reimburse Licensee for any portion of the sidewalk café license fee or for any lost business revenue during the period that Licensee has been required to move any seating/fencing as set forth herein.
2. By The City:
- a. City shall not be required to make any improvements to the public way that will be occupied by the Café, or expend any money for the benefit of the Licensee.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

1. The Licensee shall indemnify, defend, and save harmless the City against all claims and demands of all persons or entities for damages, costs, expenses or compensation for, on account of, or in any way growing out of the use and occupancy by the Licensee, its patrons, and/or invitees of the Site and Café, or by reason of any act or neglect of said Licensee, its officers, agents, volunteers, and employees, or by any reason of any violation of any term or specification contained in this Agreement or in any license or permit necessary in the said use and occupancy of the Site and/or Café.
2. The Licensee shall obtain and maintain liability insurance for the period covered by this License. The minimum amount of insurance shall be in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and shall include medical expense coverage in an amount not less than \$5,000.00 for any one person.
3. Prior to opening the Café, and at the time of each renewal thereafter, the Licensee shall provide the City with an original Certificate of Insurance that names the City as an additional insured. Said insurance shall be the primary insurance coverage for Licensee's Café.

V. TERMINATION:

1. Unless otherwise terminated by the City, the license to have a Café on the City's property shall be temporary, running from May 1 to April 30 of each year the license remains in effect; however, the structures comprising the Café, except for permanent fencing, shall not be in place on the City's property before April 1 or after December 1 of any year.
2. Notwithstanding any language to the contrary, the City reserves the right to terminate this Agreement and to require the Licensee to remove the Café from the Site and restore the Site to its original condition if and when it deems necessary, in its sole and absolute discretion. City shall not reimburse Licensee for any portion of the sidewalk café license fee or for any lost business revenue due to CITY terminating this Agreement and requiring the Licensee to remove the Café from the Site as set forth herein. In the event the Licensee fails to remove the Café from the Site within ten (10) days and to restore the sidewalk within ninety (90) days of being directed to do so by the City, the City reserves the right to remove the Café and/or restore the sidewalk and bill the Licensee for all associated removal and/or restoration costs.

VI. ADDITIONAL TERMS AND CONDITIONS:

1. The Café shall be used solely during hours of Licensee's normal business operation.
2. The Licensee shall comply with all applicable federal, state and local rules, regulations and laws, and any amendments thereof.
3. The Licensee shall ensure that the Site remains in a clean and sanitary condition, and the Licensee shall be solely responsible for the removal of trash from the Site.
4. The Licensee shall operate the Café at all times in a manner as to protect the public health and safety, including following all health and sanitation regulations.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

CONOVER PROPERTIES, L.L.C.,
A Nebraska Limited Liability Company

By _____
Ben Conover, Member

EXHIBIT "A"

6/12/23, 4:08 PM

Image 6-12-23 at 3.51 PM.jpeg





Proposal For: City of Norfolk

Effective Date: 10/1/2023

		2022-2023	Difference	2023-2024
COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES			CONTRIBUTION
Worker's Compensation	Statutory Limits \$500,000 Employer Liability	\$316,790	\$55,202	\$371,992
General Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$154,801	\$27,997	\$182,798
Errors & Omissions	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$11,883	\$507	\$12,390
Law Enforcement Liability	\$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$25,000 Deductible	\$29,938	\$746	\$30,684
Auto Liability	\$5,000,000 Combined Single Limit \$25,000 Deductible	\$22,931	\$4,010	\$26,941
Auto Physical Damage	187 x Vehicles \$ Varies on Deductible	\$104,931	\$17,207	\$122,138
Commercial Property	\$143,465,966 \$25,000 Deductible	\$363,019	\$81,269	\$444,288
TOTAL ANNUAL CONTRIBUTION:		\$1,004,293	\$186,938	\$1,191,231

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	\$778,278 \$653,129	\$786,470	\$802,855	\$802,855	\$811,048	\$819,240
Workers' Compensation:	\$353,392 \$300,951	\$357,112	\$364,552	\$364,552	\$368,272	\$371,992
Total Contribution:	\$1,131,670 \$954,079	\$1,143,583	\$1,167,407	\$1,167,407	\$1,179,320	\$1,191,232

Savings of: \$59,561



Jim Pillen
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov/>

- ADDITION
- DELETION
- CHANGE OF LOCATION
- RECONSTRUCTION

LICENSING STAFF: HY 6.20.23

TO: NORFOLK CITY CLERK

LICENSE #: C-125451

LICENSEE: SEVEN COUNTY SPIRITS, LLC

TRADE NAME: DISTRICT EVENT CENTER

ADDRESS: 218 W NORFOLK AVE

CITY/COUNTY/ZIP: NORFOLK/MADISON/68701

CONTACT PERSON/PHONE #: ANDREW MCCARTHY 402.992.0978

CONTACT EMAIL: ANDREW@DISTRICTTABLEANDTAP.COM

REQUEST: ADDITION OF OUTDOOR AREA APPROX 23 X110

MAKING THE NEW DESCRIPTION:
ONE STORY BUILDING APPROX 276 X 120 WITH OUTDOOR AREA APPROX 23 X 110

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

Harry Hoch
Commissioner

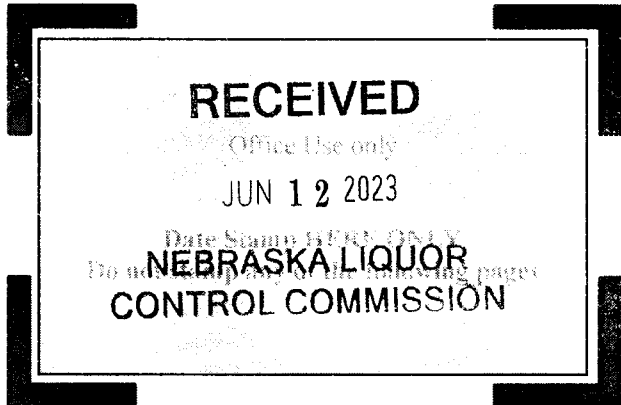
7/17/2023

ADDITION TO LICENSED AREA

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

License Class: C

License Number:
125451



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership in the name of the applicant of area to be added.
- Must include simple hand drawn sketch showing existing licensed area and area to be ADDED, must include outside dimensions in feet (not square feet), show direction North.
DO NOT SEND BLUE PRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition
 - Rules & Regulations Chapter 2–012.0712.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances

LICENSEE NAME Seven Oaks Sports LLC
TRADE NAME District Event Center
PREMISE ADDRESS 218 W Norfolk Ave, Norfolk, NE 68701
CITY Norfolk ZIP CODE 68701 COUNTY Madison
CONTACT PERSON Andrew McCarthy
PHONE NUMBER OF CONTACT PERSON 402-992-0978
EMAIL ADDRESS OF CONTACT PERSON Andrew@districttableandtap.com

Office use only
PAYMENT TYPE CK 2086
AMOUNT \$45.00 RCPT
RECEIVED: 6.12.23
DATE DEPOSITED 6.12.23 *my*



1. Will this addition cause the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; OR within 300 feet of a college or university campus?

____ YES NO

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

2. What is being added? Explain the type of addition that is being requested, i.e. beer garden, adding to building *if adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing.

beer garden to the East

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING
SHOW EXISTING LICENSED AREA AND AREA TO BE ADDED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length _____ x width _____ in feet

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

Is there an outdoor area? Yes No _____ If yes, length 110 ft x width 23 ft in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building _____

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

Seperate sheet

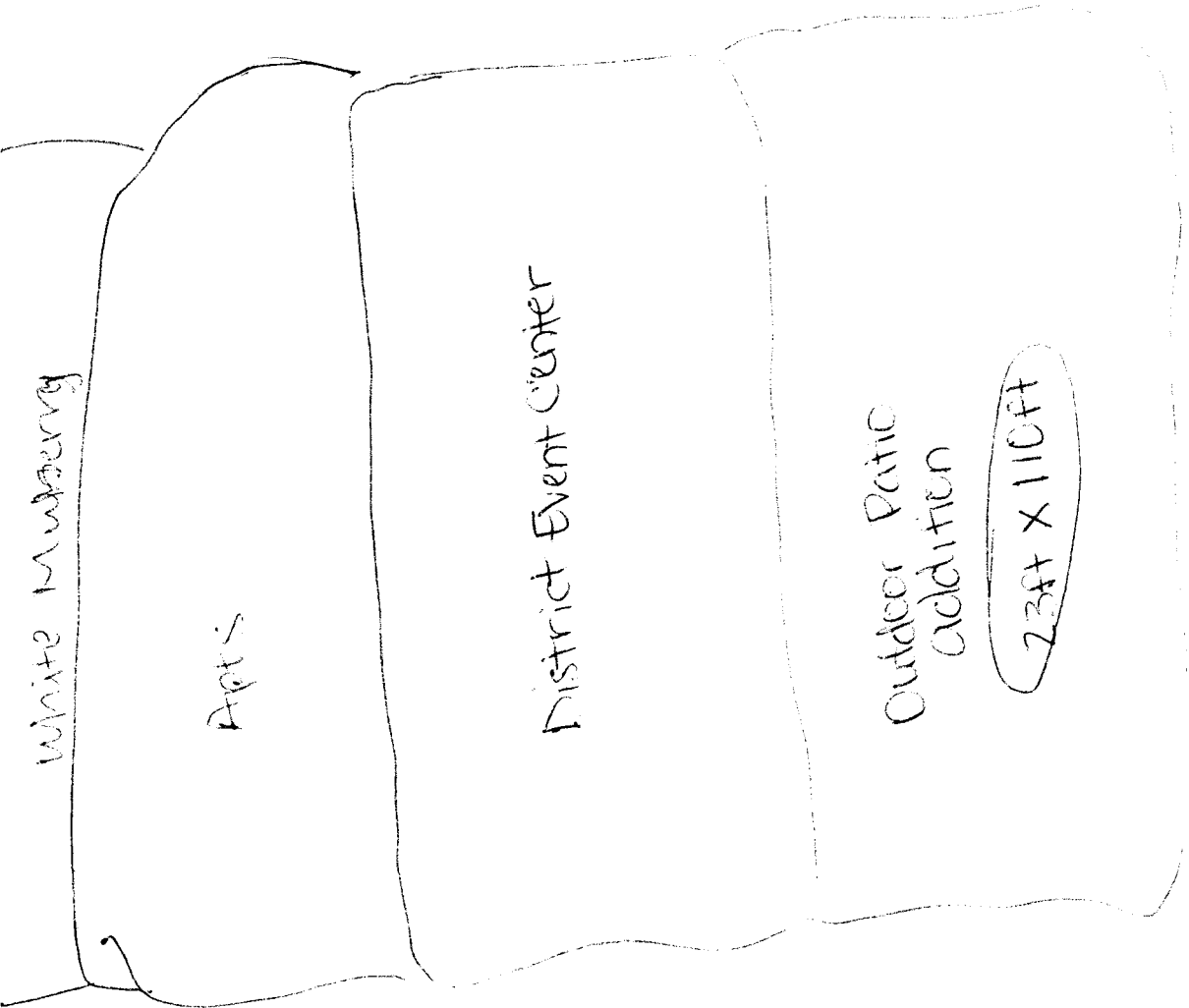
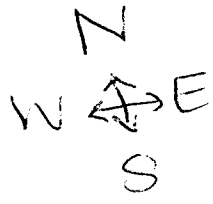
**I acknowledge that the premises as added to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129**



Signature of LICENSEE

Andrew McCarthy

Printed Name of LICENSEE



Norfolk Ave

LEASE AGREEMENT

This Lease Agreement is entered into effective the 1st day of January, 2023 by Elkhorn Lofts, LLC, a Nebraska limited liability company, hereinafter referred to as ("LANDLORD"); and Seven County Spirits, LLC, a Nebraska limited liability company, by and with its Authorized Members, namely, Terry L. Rasmussen; District TT Hospitality, LLC, a Nebraska limited liability company; and Elkhorn Lofts, LLC, a Nebraska limited liability company; jointly and severally, hereinafter referred to as ("TENANT").

1. **Premises Leased.** Subject to the terms and conditions hereinafter set forth, LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD the building(s) and parking lot(s) of District Event Center located at 218 W. Norfolk Avenue, Norfolk, Nebraska, legally described as follows, to-wit:

All of Lot 12 and the East 6 feet of Lot 11, Block 5, Original Town of Norfolk, Madison County, Nebraska,

together with all improvements and appurtenances thereto, hereinafter referred to as ("PREMISES").

2. **Term.** The term of this Lease shall be as follows:

- (a) **Effective Date.** The effective date of this Lease shall be the 1st day of January, 2023, (the "EFFECTIVE DATE");
- (b) **Term.** The term of this Lease shall be for a period of one year commencing on the EFFECTIVE DATE and terminating on the 31st day of December, 2023, ("TERMINATION DATE");
- (c) **Possession.** LANDLORD shall deliver possession of the PREMISES to TENANT on the EFFECTIVE DATE.
- (d) **Renewal.** The term of this Lease shall be automatically renewed for one (1) year Period(s) after the TERMINATION DATE on the same terms and conditions herein, with the exception that the rent for each Renewal one (1) year Period shall be increased by 3% for each Renewal Period, commencing on January 1st of the initial Renewal Period and continuing for each Renewal Period thereafter. The Lease shall automatically renew on the terms hereof until either party provides to the other party written Notice of said party's intent to terminate the Lease at least 30 days prior to the TERMINATION DATE or the termination date of any Renewal Period.

3. **Rental.** TENANT shall pay to LANDLORD, rent in the sum of \$3,800.00 per month, with the first monthly payment due on the 1st day of February, 2023 and a like sum due on the 1st day of each month thereafter throughout the term of this Lease.

4. **Utilities.** TENANT shall, at TENANT'S sole expense, provide and pay for all utilities to and for the PREMISES, including, but not limited to, electricity, gas, water, sewer, internet, telephone and cable tv.

5. **Use.** TENANT has determined to TENANT's satisfaction that the PREMISES can be used for TENANT's intended purposes involving its current business. The PREMISES shall not be used by TENANT for any other purpose or use without LANDLORD'S prior written consent, which consent shall not be unreasonably withheld or delayed.

TENANT shall not use or permit the use of the PREMISES in any manner which would tend to create waste, a nuisance, or an extraordinary fire hazard. TENANT shall not do or permit to be done, anything on the PREMISES that will invalidate or increase the cost of any fire, extended coverage, or any other insurance policy covering the PREMISES. TENANT shall not keep for use on the demised PREMISES any explosive or flammable substances, or hazardous or toxic materials or chemicals.

TENANT, TENANT'S employees and patrons, shall not do or permit anything to be done in or about the PREMISES which will in any way obstruct or interfere with the rights of LANDLORD under the terms of this Lease. LANDLORD, and LANDLORD'S employees, shall have the right of ingress and egress to the LANDLORD'S building as is necessary for LANDLORD'S purposes.

All signs and advertising displays in or about the PREMISES shall be only those necessary to advertise the business carried upon the PREMISES, and LANDLORD shall control the character and size of any signs. No sign shall be displayed by TENANT unless it has been approved in writing by LANDLORD, which approval which shall not be unreasonably withheld.

6. **Maintenance.**

- (a) Commencing on the EFFECTIVE DATE, TENANT shall, at TENANT'S expense, comply promptly with all applicable statutes, ordinances, laws, regulations, zoning ordinances, environmental laws, health and safety regulations, liquor license rules, and/or building codes regulating the use and occupancy of the PREMISES by TENANT.
- (b) TENANT shall, at TENANT'S expense, perform all necessary maintenance and repairs to the PREMISES and the building(s) of which the PREMISES are a part, both the exterior and the interior thereof, including but not limited to the parking area, sidewalks, windows, doors, roof, walls, foundations, and glass in order to maintain the same in good, clean, proper and safe condition and repair, throughout the term of this Lease.
- (c) TENANT shall, at TENANT'S expense, repair the PREMISES and the building(s) of which the PREMISES are a part, as required due to TENANT'S negligence, intentional acts or omissions, or otherwise caused by TENANT'S

default under the terms of this Lease. TENANT shall promptly replace all broken or damaged glass, including window glass and plate glass.

- (d) TENANT, at TENANT'S expense, shall be responsible for the expense of snow removal, ice removal, and garbage removal, when and as needed.

7. Tenant Improvements.

- (a) TENANT accepts the PREMISES in its "AS IS" condition, and LANDLORD has no obligation to approve, repair, restore, or alter the PREMISES.
- (b) TENANT shall make no structural alteration or modification of the PREMISES without LANDLORD'S prior written consent, which consent shall not be unreasonably withheld or delayed. LANDLORD hereby grants to TENANT the privilege of installing removable trade fixtures, partitions, and equipment, as TENANT deems necessary for TENANT'S intended purposes within the PREMISES. TENANT shall be liable for the cost of TENANT'S installations, modifications, or alterations, and the total maintenance and repair thereof. Any alterations by TENANT shall be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value of the PREMISES, or the building of which the PREMISES are a part, or change the purposes for which the PREMISES may be used.
- (c) All alterations, additions, and improvements on or in the demised PREMISES at the commencement of the term, and which may be erected and installed during the term, shall become part of the PREMISES and the sole property of LANDLORD, except that all removable trade fixtures installed by TENANT may remain the property of TENANT, if removed by TENANT at the expiration of this Lease Agreement. TENANT shall be responsible for all damages or repairs caused by any removal thereof.

8. Tenant's Liability and Property Insurance. TENANT shall, at TENANT'S own expense, maintain adequate public liability insurance with a fiscally responsible insurer authorized to do business in the State of Nebraska and approved by LANDLORD, which approval shall not be unreasonably withheld or delayed with minimum limits acceptable to LANDLORD for property damage and liability. TENANT shall furnish LANDLORD with Certificate or Certificates of Insurance properly executed by the insurance company or companies evidencing such fact, and TENANT shall give 60 days prior written notice to LANDLORD in the event of a cancellation or material alteration of such coverage.

TENANT shall, at TENANT'S expense, obtain and keep in force for the term of this Lease, a policy or policies of insurance, covering loss or damage to TENANT'S property located within the PREMISES, in the amount of the full replacement value thereof, which policy or policies shall provide protection against all perils included within the classification of fire, extended coverage,

vandalism, malicious mischief, and specific extended perils (all risk). TENANT shall provide LANDLORD with a Certificate of Insurance properly executed by TENANT'S insurance company or companies evidencing such insurance coverage.

The parties hereto acknowledge that there exists an Anti-Subrogation Rule under Nebraska law that considers the TENANT as a co-insured under the terms of the LANDLORD'S fire insurance policy and, accordingly, the LANDLORD'S insurer can not maintain a subrogation action against the TENANT for damage to the PREMISES that is caused by the TENANT'S negligence. LANDLORD and TENANT hereby agree that the Anti-Subrogation Rule of the laws of the State of Nebraska shall not apply to the terms of this Lease. Instead, the parties agree that TENANT shall be responsible for fire damage or other casualty to the PREMISES occupied by TENANT if the PREMISES is damaged due to negligence of the TENANT by fire or other casualty. In such a case, TENANT shall be responsible for such damage due to its negligence and the LANDLORD and LANDLORD'S insurance carrier shall be entitled to subrogate, to the fullest extent possible by law, the LANDLORD'S interest in the policy to the extent that LANDLORD and LANDLORD's insurance carrier may maintain a subrogation action against TENANT under Nebraska law.

9. **Indemnity by Tenant.** TENANT shall indemnify and hold LANDLORD, LANDLORD's successors and assigns, harmless from and against all claims of whatever nature arising from any act, omission or negligence on the part of TENANT, or TENANT'S officers, directors, contractors, patrons, customers, agents or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term of this Lease in or about the building(s) and the PREMISES. This Indemnity includes, but is not limited to, all claims arising from any accident, injury or damage occurring inside or outside the building(s) and the PREMISES, where such accident, damage or injury results or is claimed to have resulted from an act, omission, or negligence on the part of TENANT or TENANT'S officers, directors, contractors, patrons, customers, agents or employees.

TENANT shall further indemnify LANDLORD, LANDLORD's successors and assigns, from and against all claims and liabilities of every kind, for, by, or on behalf of, any person or entity arising out of (1) the failure by TENANT to perform any of the terms and conditions of this Lease; (2) the failure by TENANT to comply with any law of any governmental authority; and (3) any construction lien or security interest filed against the PREMISES, or the improvements thereon, arising by reason of any construction, alterations or improvements thereon made by TENANT.

This Indemnity Agreement shall include indemnity against all costs, expenses and liability in connection with any such claims or proceedings brought thereon and in the defense thereof, including LANDLORD'S reasonable attorney fees as allowed by law.

10. **Liability and Property Insurance.** LANDLORD shall, at TENANT's sole expense, as additional rent, obtain and keep in force through the term of this Lease, a policy or policies of insurance covering liability, loss and damage to the PREMISES and the building of which the PREMISES are a part, (but not TENANT's fixtures, partitions, personal property, or equipment),

in the amount of the full replacement value thereof, which policy or policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk) with the loss payee being LANDLORD. The policy or policies shall maintain liability limits of a minimum of \$5,000.00 Medical Expense (any one person), \$1,000,000.00 Each Occurrence, \$1,000,000.00 Personal and Advertising Injury, \$2,000,000.00 Products & Completed Operations Aggregate, and \$2,000,000.00 General Aggregate. TENANT shall pay, when due and before delinquent, any and all premium(s) charged with respect to such policy or policies during the term of this Lease.

11. **Real Estate Taxes.** TENANT shall pay, as additional rent, all real estate taxes and assessments with regard to the PREMISES when due and before delinquent during the term of this Lease, commencing with the 2022 real estate taxes with the first half thereof due on or before May 1, 2023 and the second half due on or before September 1, 2023.

12. **Surrender.** Upon the date of termination of this Lease, for whatever reason, TENANT shall surrender the PREMISES and the building of which the PREMISES are a part, to LANDLORD in substantially the same state and condition as when received, ordinary wear and tear, natural deterioration beyond the control of TENANT, and damage by fire, tornado, or other casualty or act of God excepted.

13. **Quiet Enjoyment - Access to the PREMISES.** LANDLORD covenants, warrants and represents that LANDLORD has the right, authority and power to execute this Lease and to grant the estate demised herein and, so long as TENANT has not committed any material default under the terms and conditions of this Lease, TENANT shall peaceably hold and quietly enjoy the PREMISES, and TENANT shall have the right of ingress and egress to and from the PREMISES. LANDLORD shall have such right of access to the PREMISES as is reasonably necessary, from time to time, at such times as are reasonable or necessary for the purpose of inspection or repair; provided, however, that LANDLORD shall not unreasonably interfere with or disrupt TENANT'S business operations at the PREMISES in so doing.

14. **Default by Tenant.** Although not exclusive events of a default, each of the following events shall, at the option of LANDLORD, constitute a default or breach of this Lease:

- (a) If TENANT or any successor assignee of TENANT, while in possession, shall file a Petition in Bankruptcy or insolvency, or for reorganization under any bankruptcy act or state law providing for relief from the claims of creditors, or shall voluntarily take advantage of such act, or make a general assignment for the benefit of its creditors;
- (b) If TENANT shall fail to pay LANDLORD any rents, when the same shall become due, or, if TENANT shall fail to perform or comply with any term or condition of this Lease, including but not limited to, the provisions involving payment of insurance premiums, repairs, or the payment of taxes, utilities, or shall otherwise commit any breach of TENANT'S obligation set forth herein, after written notice of such default has been given to TENANT, and TENANT fails to cure such default

within seven (7) days thereafter;

- (c) If TENANT shall vacate or abandon the PREMISES;
- (d) If this Lease Agreement, or the estate of TENANT hereunder, shall be transferred or assigned to any person or entity, unless it is a related company or affiliate of TENANT, without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed.

15. **In the Event of Default; Remedies.** In the event of any default hereunder, LANDLORD shall have the following rights, and may exercise any one or more of such rights and remedies as LANDLORD may deem appropriate, in its sole discretion, to wit:

- (a) LANDLORD may cancel and terminate the Lease and all right, title and interest of TENANT by giving TENANT written notice of such termination. Following receipt of the notice, TENANT shall peacefully and immediately surrender possession of the real estate in accordance with the provisions hereof;
- (b) LANDLORD may elect, but shall not be obligated to, make any payment required of TENANT or do anything necessary to correct any default of TENANT under the provisions of this Lease, with a complete reservation of all rights against TENANT therefor, and LANDLORD shall have the right to enter the PREMISES and building of which the PREMISES are a part, and take possession thereof, or otherwise enter therein for the purpose of correcting or remedying any default. The expenditure or correction of any such default of TENANT by LANDLORD shall not constitute a waiver or release of the default by LANDLORD or the rights of LANDLORD to take any action with respect thereto. All costs and expenditures so incurred by LANDLORD shall be deemed added to rent and shall constitute additional rent. The same shall bear interest from the date incurred by LANDLORD to the date paid by TENANT at the rate of 14% per annum, until paid;
- (c) Without terminating this Lease, LANDLORD, at its option, may relet the PREMISES, or any part thereof, on behalf of TENANT, for such term or terms, and at such rental or rentals and upon such other terms and conditions as LANDLORD deems advisable. Rentals received from such reletting shall be applied (1) to the payment of any cost due from TENANT to LANDLORD, other than rent;(2) to the payment of any expenses of reletting the PREMISES incurred by LANDLORD on behalf of TENANT; and (3) to the payment of rent due and unpaid hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during the month by TENANT hereunder, TENANT shall pay such deficiency to LANDLORD.
- (d) Elect, but not be required to, repair any damage or injury occurring to the PREMISES by reason of the use of the PREMISES by TENANT or the removal of

any property by TENANT from the PREMISES at the expiration of this term and all costs so incurred by LANDLORD for such damage or injury shall be added to rent and LANDLORD shall be entitled to reimbursement therefor from TENANT from the date so paid with interest thereon at the rate of 14% per annum, until paid.

- (e) LANDLORD may invoke any remedy which LANDLORD has or may have at law or in equity as provided under the laws of the State of Nebraska;

The remedies provided to LANDLORD hereunder are nonexclusive and cumulative and the pursuit by LANDLORD of one remedy does not waive its right to pursue any and all remedies it may have.

16. **Additional Provisions.**

- (a) The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- (b) Time is of the essence. This Lease contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may only be modified in writing, signed by the parties in interest at the time of such modification.
- (c) Subject to any provision hereof, this Lease shall bind the parties hereto, their successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.
- (d) Each individual executing this Lease on behalf of LANDLORD and TENANT represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity.
- (e) Nothing in this Lease Agreement or the relationship between the parties arising out of TENANT'S use or occupation of the PREMISES shall be deemed to constitute the parties hereto as joint venturers, partners, principal and agent, or employer and employee, with respect to each other. TENANT and LANDLORD shall at all times be deemed to be independent contractors vis-a-vis each other. Each party shall be responsible and liable for their/its own employees, licenses, fees and expenses with regard to the operation of their/its respective businesses.
- (f) LANDLORD hereby grants to TENANT a Right of First Refusal in the event LANDLORD receives a written bona-fide offer to sell the PREMISES during the term of this Lease. Upon receipt of the written Purchase Offer, LANDLORD shall notify TENANT of the terms and conditions of the written Purchase Offer. TENANT shall have fifteen (15) days from the date of receipt of the Notice from LANDLORD to match the Offer. If TENANT exercises the Right of First Refusal, then, TENANT shall be entitled to purchase the above described PREMISES on

the same terms and conditions contained in the written bona-fide Purchase Offer. In the event TENANT fails to exercise its Right of First Refusal in writing within fifteen (15) days of the date of receipt of the Notice, then, the Right of First Refusal shall expire and be declared null and void. In such an event, LANDLORD shall be entitled to sell the above described PREMISES upon the terms and conditions set forth in the written Purchase Offer. Thereafter, if the terms of the written Purchase Offer vary or change in any manner, then, the revised written Purchase Offer must be resubmitted to the TENANT and the TENANT shall be given an additional fifteen (15) days to decide whether or not to exercise its Right of First Refusal. This Right of First Refusal is not assignable or transferrable to any other person or entity other than TENANT.

IN WITNESS WHEREOF, this Lease has been executed in multiple copies on the date and at the place indicated by each signature, each of which shall for all purposes be deemed an original and all of which shall evidence but one agreement between the parties hereto.

LANDLORD:

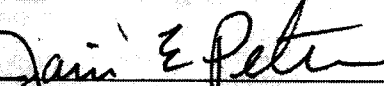
ELKHORN LOFTS, LLC,
a Nebraska limited liability company

By



Dirk A. Petersen,
Its Member

By



Janice E. Petersen,
Its Member

TENANT:

SEVEN COUNTY SPIRITS, LLC,
a Nebraska limited liability company

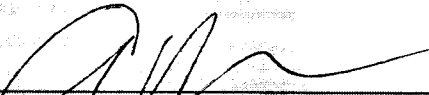
By



Terry L. Rasmussen,
Its Member

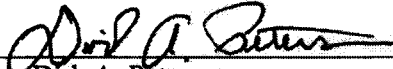
District TT Hospitality, LLC

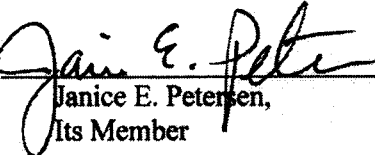
By



Andrew K. McCarthy,
Its Member

Elkhorn Lofts, LLC

By 
Dirk A. Petersen,
Its Member

By 
Janice E. Petersen,
Its Member

S T A T E O F N E B R A S K A
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 125450

CATEGORY r (R, S, M, D)

RECEIVED FROM:

REFERENCE: district table and tap - addition
ck 2086

	CHECK	CASH	CURRENCY
	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢	\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000045 00		

ACCT

DEPOSIT (+/-)

=====
63.475100
67.472201

=====
40
5

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU

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

RESOLUTION NO. 2023 - 32

WHEREAS, Schroeder Land Surveying on behalf of Pat Boyle, the property owner, of Lot One, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Wards Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21 has asked the City of Norfolk to release the utility easements as shown on the attached EXHIBIT "A", and

WHEREAS, the utility companies which may have utilized said easements have no objection to the release of said easements;

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the Westerly 5', except the Southerly 10' thereof, utility easements, on Lot One, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Wards Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21 of said records as filed and recorded in Cabinet 7 of Plats, Page 40A in Book 2017, Page 02509 at the Register of Deeds office on the 8th day of June, 2017, and described on the attached EXHIBIT "A" be and the same are hereby released.

PASSED AND APPROVED this ____ day of _____, 20__.

ATTEST

Brianna Duerst, City Clerk

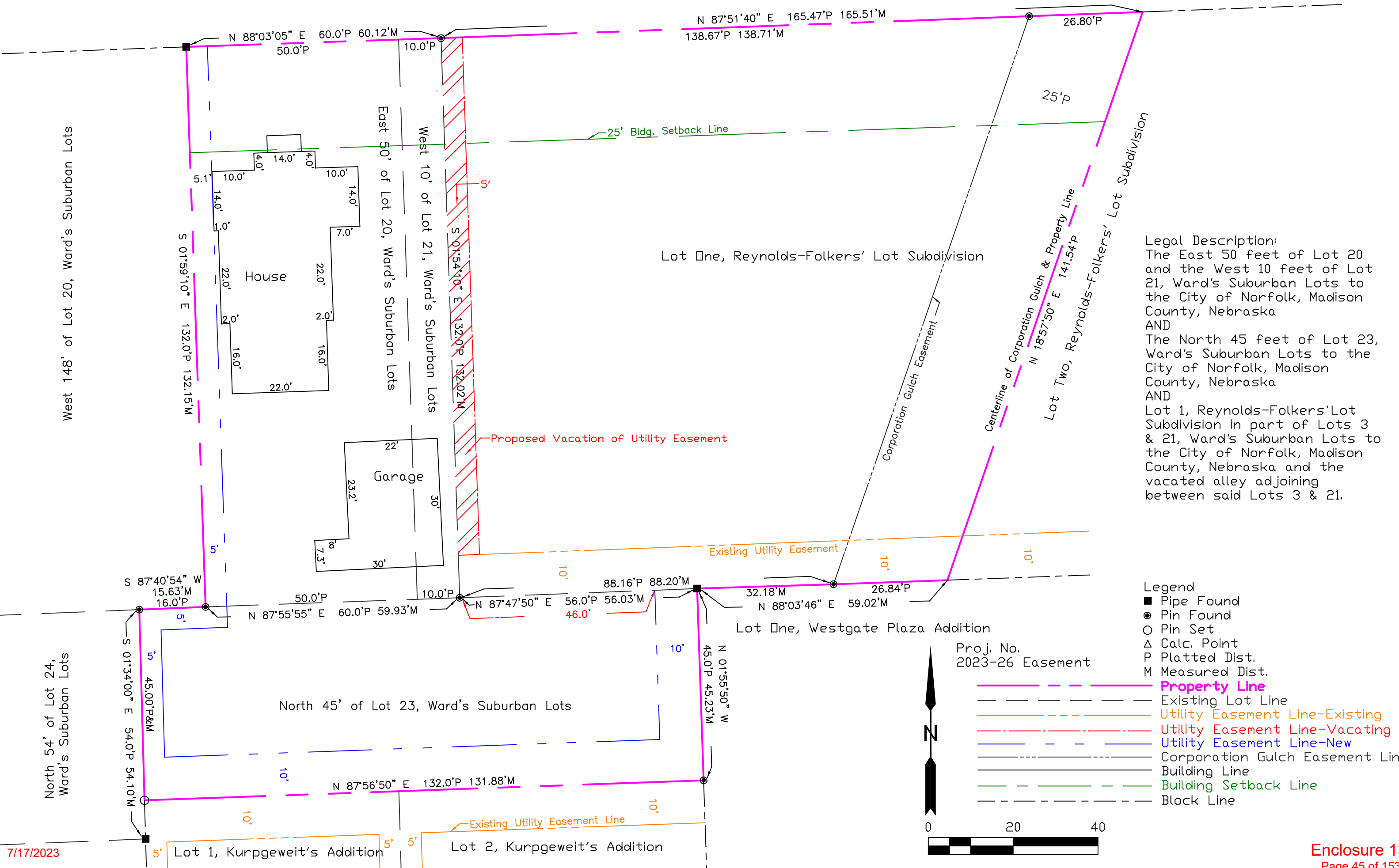
Josh Moenning, Mayor

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

State of Nebraska
County of Madison

The foregoing instrument was acknowledged before me this _____ by Josh Moenning, Mayor of the City of Norfolk and Brianna Duerst, City Clerk of the City of Norfolk on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

Bethene A. Hoff, Notary Public

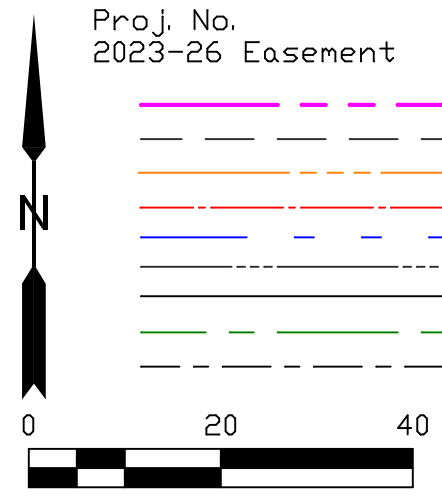


Lot One, Reynolds-Folkers' Lot Subdivision

Lot One, Westgate Plaza Addition

Legal Description:
 The East 50 feet of Lot 20 and the West 10 feet of Lot 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska
 AND
 The North 45 feet of Lot 23, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska
 AND
 Lot 1, Reynolds-Folkers' Lot Subdivision in part of Lots 3 & 21, Ward's Suburban Lots to the City of Norfolk, Madison County, Nebraska and the vacated alley adjoining between said Lots 3 & 21.

- Legend
- Pipe Found
 - Pin Found
 - Pin Set
 - △ Calc. Point
 - P Platted Dist.
 - M Measured Dist.
 - Property Line
 - - - Existing Lot Line
 - - - Utility Easement Line-Existing
 - - - Utility Easement Line-Vacating
 - - - Utility Easement Line-New
 - - - Corporation Gulch Easement Line
 - Building Line
 - - - Building Setback Line
 - - - Block Line



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

RESOLUTION NO. 2023 - 33

WHEREAS, Derek Goetz, the property owner, of Lots 16 and 17, Block 2 Nor Park Subdivision, City of Norfolk, Madison County, Nebraska, being a part of the East ½ of Section 26, T24N, R1W of the 6th P.M., Madison County, Nebraska to release the utility easements as shown and described on the attached EXHIBIT “A”, and

WHEREAS, the utility companies which may have utilized said easements have no objection to the release of said easement;

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the 10’ utility easement (5’ on each side of the common lot line) between Lots 16 and 17, Block 2, less the east 10’ thereof of Nor Park Subdivision, City of Norfolk, Madison County, Nebraska, being part of the East ½ of Section 26, T24N, R1W of the 6th P.M., Madison County, Nebraska of said records as filed and recorded in Book 2017 Page 05550 at the Register of Deeds office on the 8th day of December, 2017, and described on the attached EXHIBIT “A” be and the same are hereby released.

PASSED AND APPROVED this ____ day of _____, 20__.

ATTEST

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

State of Nebraska
County of Madison

The foregoing instrument was acknowledged before me this _____ by Josh Moenning, Mayor of the City of Norfolk and Brianna Duerst, City Clerk of the City of Norfolk on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

Bethene A. Hoff, Notary Public

Exhibit 'A'

W
N
E
S

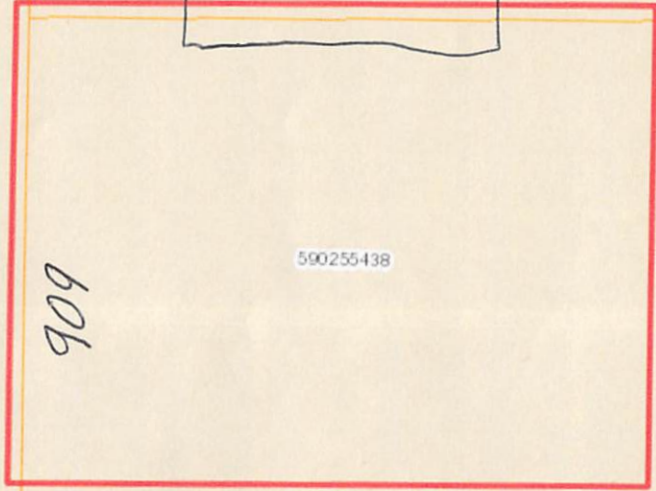
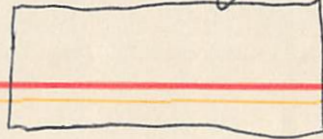
Ferguson Drive

907

909

Sec: 26
Town: 24
Rng: 1W

Easement
↓
Release



590255398

590255454

590255662

590255670

590255406

590255678

590255446

590255686

590255414

590255694

590255438

590255702

590255422

590255430

590255710

7/17/2023

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

RESOLUTION NO. 2023 - 34

WHEREAS, Schroeder Land Surveying on behalf of Elkhorn Valley Bank & Trust and Roger Bader, Jackie Mayer, and Kirk Bader, the property owners, of Lots 10, 12, and 13, Virginia's Second Addition, an addition to the City of Norfolk, Madison County, Nebraska, a replat of Lots 11 thru 19, all in M.L. Raasch's Second Addition to the City of Norfolk, Nebraska, Lots 7 and 10, M.. Raasch's 3rd Addition to the City of Norfolk, Nebraska, part of Lot 1, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, and Lot 2, Block 1, Virginia's Addition to the City of Norfolk, Nebraska, has asked the City of Norfolk to release the utility easements as shown on the attached EXHIBIT "A", and

WHEREAS, the utility companies which may have utilized said easements have no objection to the release of said easements;

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the Southerly 5' of Lot 12 and the Northerly 5' of Lot 13, except the east and west 10' thereof, utility easements, in Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska AND 5' on each side of the following described line: Beginning at the Northwest corner of Lot 13, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska; thence S 87°48'10"W, on the extension of the North line of said Lot 13, a distance of 107.08 feet to the point of ending, said point being on the West line of Lot 10, Virginia's Second Addition to the City of Norfolk, Madison County, Nebraska of said records as filed and recorded in Cabinet 3 of Plats, Page 141A and 142A at the Register of Deeds office on the 8th day of August, 1995, and described on the attached EXHIBIT "A" be and the same are hereby released.

PASSED AND APPROVED this ____ day of _____, 20__.

ATTEST

Brianna Duerst, City Clerk

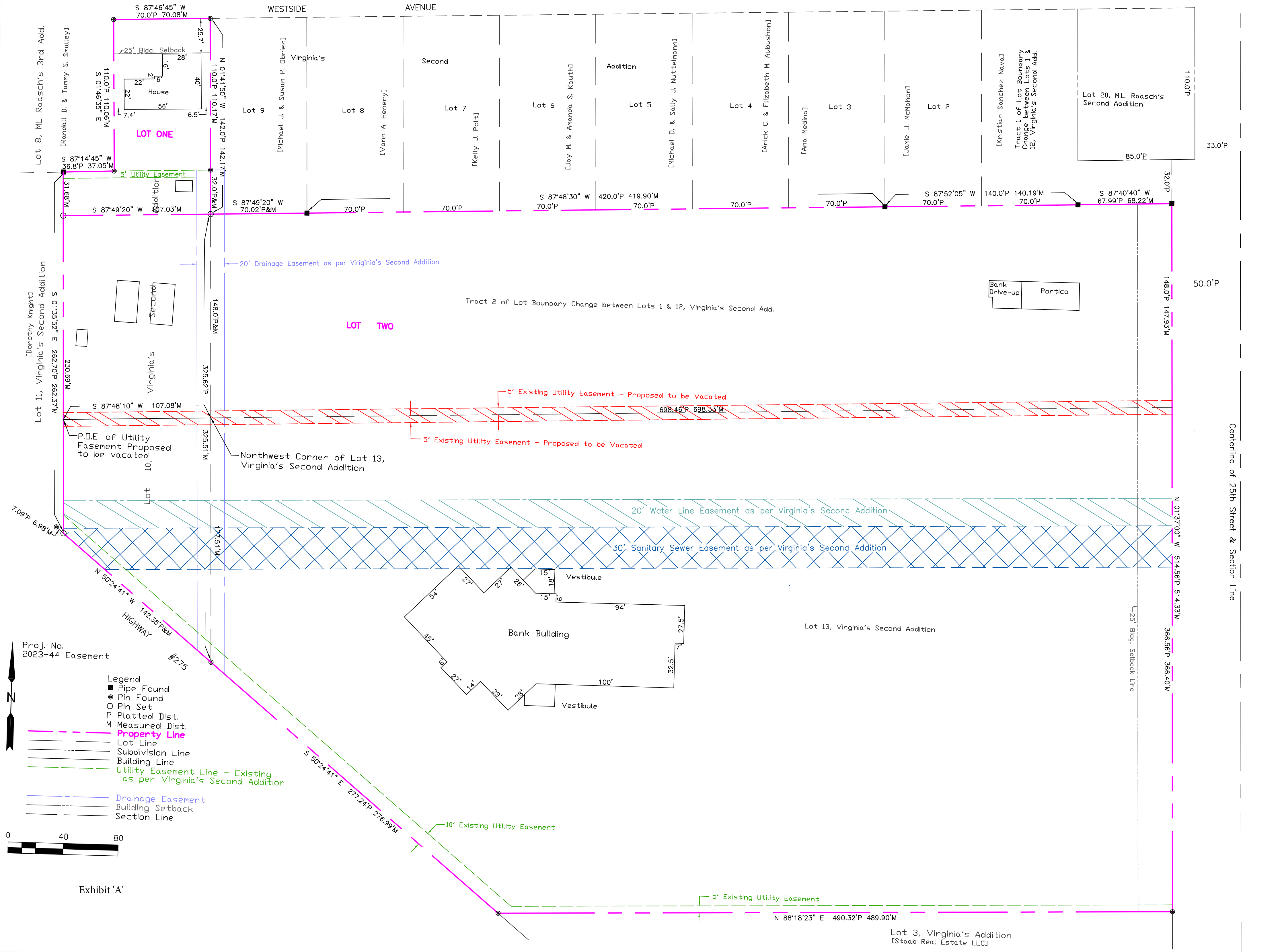
Josh Moenning, Mayor

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

State of Nebraska
County of Madison

The foregoing instrument was acknowledged before me this _____
by Josh Moenning, Mayor of the City of Norfolk and Brianna Duerst, City Clerk of the City of
Norfolk on behalf of the City of Norfolk, Nebraska, a Municipal Corporation.

Bethene A. Hoff, Notary Public



Proj. No.
2023-44 Easement

- Legend
- Pipe Found
 - Pin Found
 - Pin Set
 - P Platted Dist.
 - M Measured Dist.

- Property Line
- Lot Line
- Subdivision Line
- Building Line
- Utility Easement Line - Existing as per Virginia's Second Addition
- Drainage Easement
- Building Setback
- Section Line

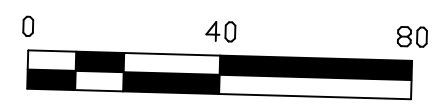


Exhibit 'A'

Centerline of 25th Street & Section Line

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 #:	C
Parcel Address:	824 Wood St, Norfolk, NE 68701

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Lot 12, Block 8, Glenwood Addition to Norfolk, Madison County, Nebraska.

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

**THAT PART OF LOT 12, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
THENCE N01°46'58"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET;
THENCE N87°55'24"E, A DISTANCE OF 25.00 FEET;
THENCE S01°46'58"E, A DISTANCE OF 5.00 FEET;
THENCE S87°55'24"W ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 125 SQUARE FEET MORE OR LESS**

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT 'A'

It is further agreed as follows:

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

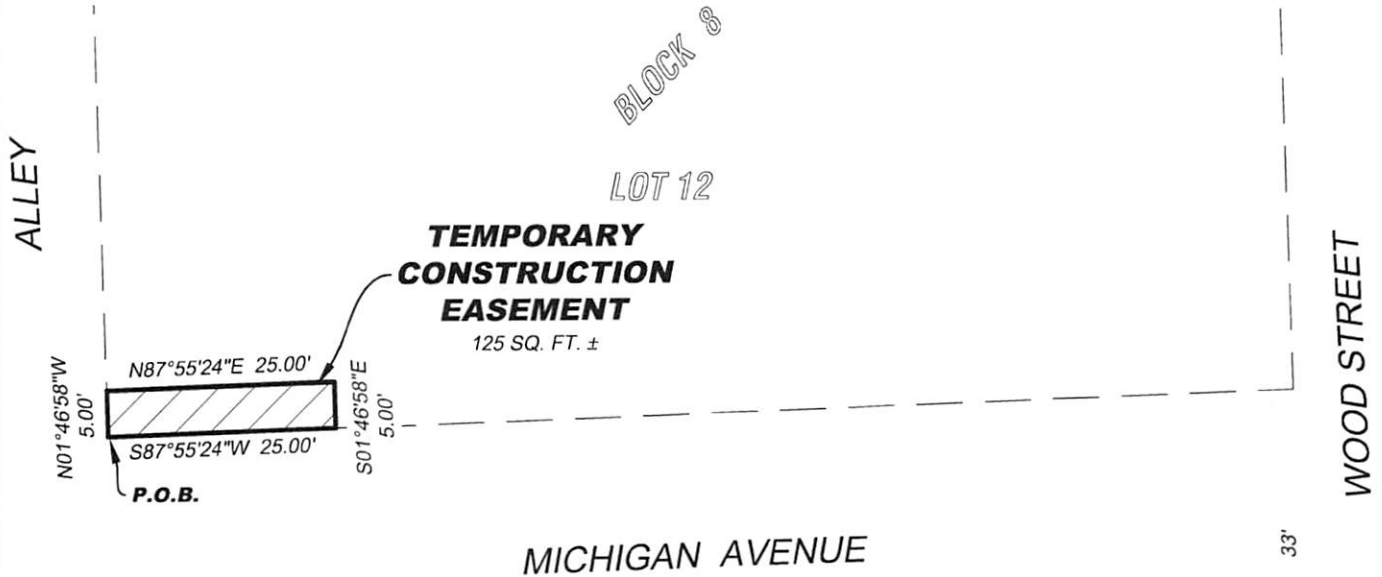
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That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

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

**IN LOT 12, BLOCK 8,
 GLENWOOD ADDITION,
 CITY OF NORFOLK, MADISON COUNTY, NEBRASKA**



LEGEND

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

LEGAL DESCRIPTION

THAT PART OF LOT 12, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE N01°46'58"W ALONG THE WEST LINE OF SAID LOT 12, A DISTANCE OF 5.00 FEET;
 THENCE N87°55'24"E, A DISTANCE OF 25.00 FEET;
 THENCE S01°46'58"E, A DISTANCE OF 5.00 FEET;
 THENCE S87°55'24"W ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 125 SQUARE FEET MORE OR LESS

Kim L. McLaury
 SCALE: 1 INCH = 20 FEET



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

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

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 #:	A
Parcel Address:	1224 W Michigan Ave, Norfolk, NE 68701

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Lot 5, Block 9, Glenwood Addition to the City of Norfolk, Madison County, Nebraska, LESS AND EXCEPT that part deeded to the State of Nebraska, Department of Roads by Warranty Deed filed January 27, 1987 in Book M87-1 Page 638.

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

***THAT PART OF LOT 5, BLOCK 9, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 9, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
THENCE N35°36'17"E ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 6.32 FEET;
THENCE N87°55'24"E, A DISTANCE OF 65.70 FEET;
THENCE N01°45'36"W, A DISTANCE OF 10.00 FEET;
THENCE N87°55'24"E, A DISTANCE OF 57.41 FEET;
THENCE S01°45'36"E, A DISTANCE OF 10.00 FEET;
THENCE N87°55'24"E, A DISTANCE OF 125.42 FEET;
THENCE S01°45'36"E ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 5.00 FEET;
THENCE S87°55'24"W ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 252.39 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,826 SQUARE FEET MORE OR LESS***

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

Page 1 of 6

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

It is further agreed as follows:

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

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Blackman Boys Enterprises, LLC

AUTHORIZED OFFICER:

AUTHORIZED OFFICER:

[Signature]
(Signature)

[Signature]
(Signature)

Wade M. Blackman, President
(Printed Name and Title)

Curtis L. Blackman, Vice President
(Printed Name and Title)

STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

On this 6th day of July, 2023, before me, a Notary Public, in and for said County, personally came:

Wade M. Blackman, President and Curtis L. Blackman, Vice President on behalf of **Blackman Boys Enterprises, LLC, a Nebraska Limited Liability Company**, to me personally known to be the respective member(s) of said Limited Liability Company and the identical person(s) whose name(s) is (are) affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such member(s) and the voluntary act and deed of said Limited Liability Company.

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

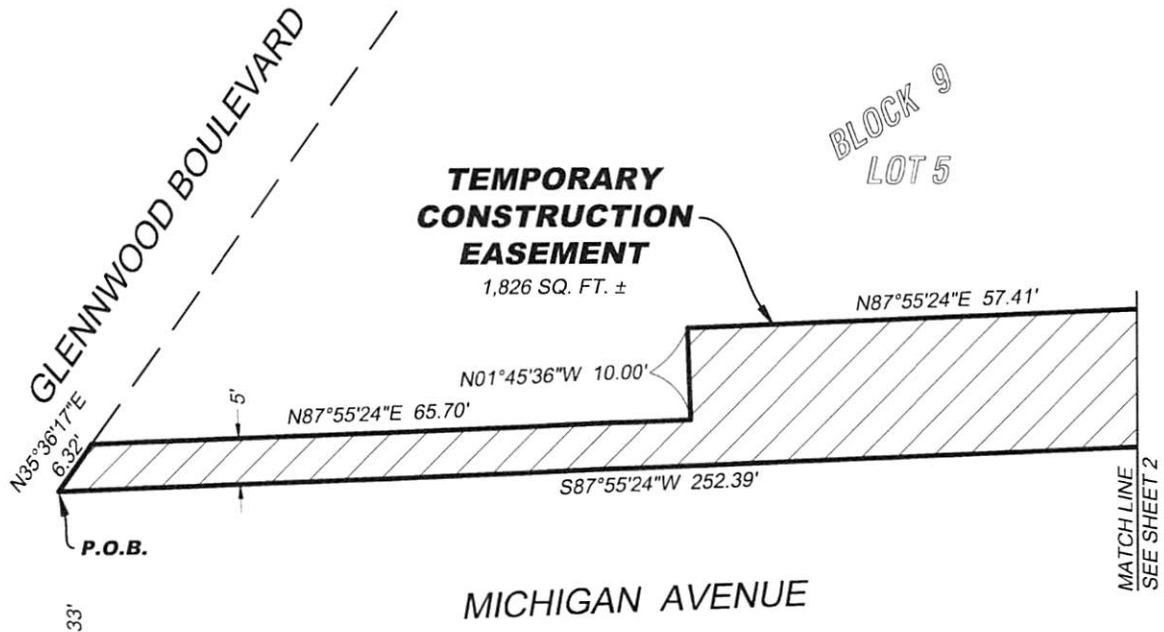


[Signature]
NOTARY PUBLIC

IN WITNESS WHEREOF said OWNER has or have hereunto set his or their hand(s) this 6th day of July, 2023.

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT IN LOT 5, BLOCK 9, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

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

LEGAL DESCRIPTION

THAT PART OF LOT 5, BLOCK 9, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 9, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N35°36'17\"/>



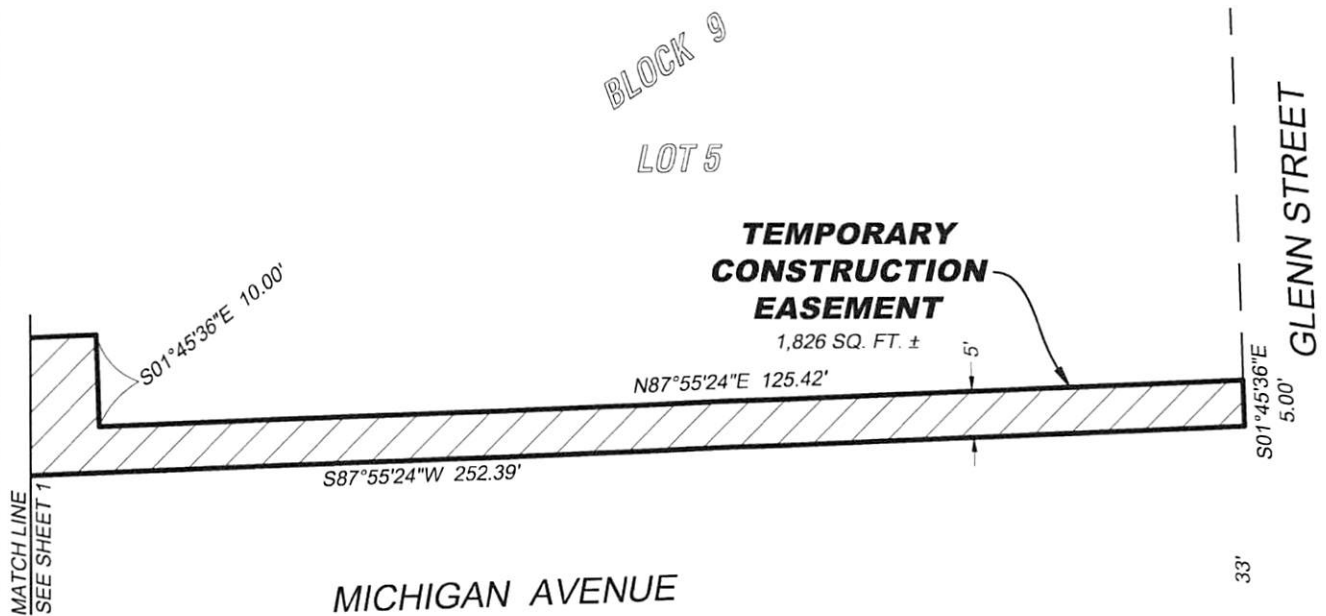
Kim L. McLaury
 SCALE: 1 INCH = 20 FEET

	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 1 OF 2
		SCALE: 1" = 20'
		PROJECT NO.: 42220603
		DRAWN BY: JPK 03/24/23
		SURVEY CREW: JPG 09/06/19

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN LOT 5, BLOCK 9,
 GLENWOOD ADDITION,
 CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



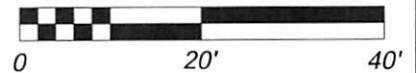
MATCH LINE
SEE SHEET 1

LEGEND

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



SCALE: 1 INCH = 20 FEET



	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 2 OF 2
		SCALE: 1" = 20'
		PROJECT NO.: 42220603
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		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 #:	B
Parcel Address:	823 Glenn St, Norfolk, NE 68701

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

Lot 13, Block 8, Glenwood Addition to Norfolk, Madison County, Nebraska.

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

THAT PART OF LOT 13, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N01°48'16"W ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 5.00 FEET; THENCE N87°55'24"E, A DISTANCE OF 130.13 FEET; THENCE S01°46'58"E ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 5.00 FEET; THENCE S87°55'24"W ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 130.13 FEET TO THE POINT OF BEGINNING. CONTAINING 651 SQUARE FEET MORE OR LESS

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

It is further agreed as follows:

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

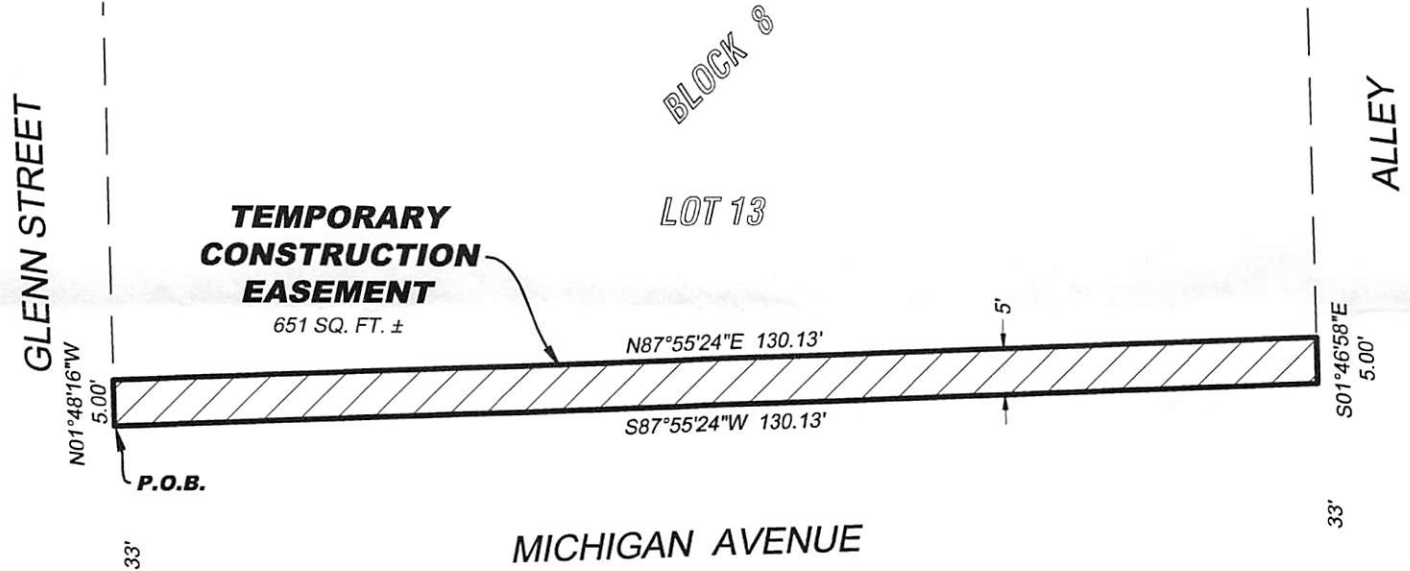
- 2) That this temporary easement is granted upon the condition that the CITY will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, gardens, lawns, fences, and trees within the easement area as necessary for construction.
- 3) That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

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EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

**IN LOT 13, BLOCK 8,
 GLENWOOD ADDITION,
 CITY OF NORFOLK, MADISON COUNTY, NEBRASKA**




LEGEND


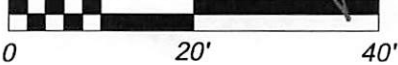
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPOSED EASEMENT
- EXISTING LOT LINE

LEGAL DESCRIPTION

THAT PART OF LOT 13, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 8, GLENWOOD ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE N01°48'16"W ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 5.00 FEET;
 THENCE N87°55'24"E, A DISTANCE OF 130.13 FEET;
 THENCE S01°46'58"E ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 5.00 FEET;
 THENCE S87°55'24"W ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 130.13 FEET TO THE POINT OF BEGINNING.
 CONTAINING 651 SQUARE FEET MORE OR LESS



Kim L. McLaury
 SCALE: 1 INCH = 20 FEET

	502 W. MADISON AVE. NORFOLK, NE 68701 (402) 316-2625 mclauryengineering.com	PAGE: 1 OF 1 SCALE: 1" = 20' PROJECT NO.: 42220603 DRAWN BY: JPK 03/10/23 SURVEY CREW: JPG 09/06/19
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**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

American Legion Post 267

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

507 Main Street, Clearwater, NE 68726

Retail Liquor License Address or Non-Profit Business Address

C-001231

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only **8-5-23**
Event Date(s): _____

Event Start Time(s): **4 p.m.** _____

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

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: **DeVent Center**

Event Street Address/City: **4300 W. Norfolk Ave, Norfolk, NE**

Indoor area to be licensed in length & width: **200** x **150**

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

Type of Event: **Wedding** Estimate # of attendees: **250**

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

Event Contact Name: **Fred Thiele** Event Contact Phone Number: **402-750-8450**

Event Contact Email: **fdthiele@icloud.com**

*Signature Authorized Representative: *Fred Thiele* Printed Name **Fred Thiele**

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

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

Local Governing Body completes below:

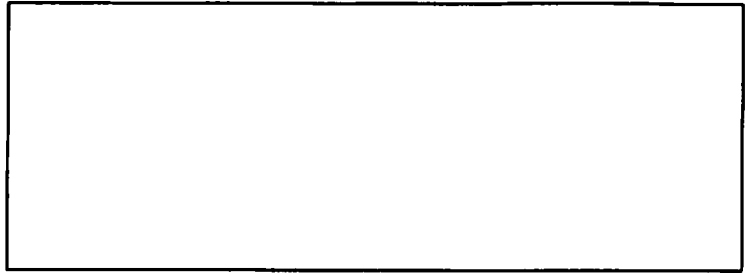
The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

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

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



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

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

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

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

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

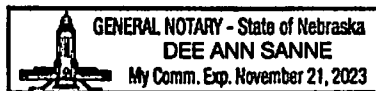
American Legion
NAME OF CORPORATION

47-6034734
FEDERAL ID NUMBER

Fred Truek
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 23rd DAY OF March, 2023



DeAnn Sanne
NOTARY PUBLIC SIGNATURE & SEAL

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 Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter referred to as “SCHOOL”, WITNESSETH:

WHEREAS, CITY is the owner of a football field in Veterans Memorial Park located at 1st Street and Grove Avenue in Norfolk, Nebraska, and said football field is commonly known as “Memorial Field”; and

WHEREAS, SCHOOL has a football program and is desirous of holding football games, scrimmages, and practices at Memorial Field; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold football games, scrimmages, and practices on Memorial Field at Veterans Memorial Park.

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

1. TERM. The term of this Agreement shall be from the date of this Agreement to June 30, 2024.
2. SCHEDULE. CITY shall allow SCHOOL to hold football games, scrimmages, and practices at Memorial Field in Norfolk, Nebraska, on dates and at times approved by CITY’s parks and recreation director.
3. FACILITY ACCESS. For SCHOOL’s football games, SCHOOL shall have access to and use of the football field, press boxes, ticket booths, parking lots, and locker rooms and restrooms located in the multipurpose building. Field lighting, scoreboard and public address system shall be available for use by SCHOOL. For scrimmages and practices, SCHOOL shall have access to and use of the football field and restrooms located in the multipurpose building that are accessed from the plaza area.
4. ACCESS COST. SCHOOL shall pay no fee to CITY under this Agreement to access the football field except as provided herein.
5. CLEANING. SCHOOL shall be responsible for cleanup of the facilities at the conclusion of their use including but not limited to completely cleaning up any sunflower seeds from the bleachers. In the event SCHOOL fails to clean the facilities they utilize, SCHOOL agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with SCHOOL prior to cleaning, if practicable. During SCHOOL’s events, the following statement or SCHOOL’s own statement which suggests these items shall be announced over the public address system periodically throughout SCHOOL’s events:

“Welcome to Veterans Memorial Park. In an effort to keep this facility clean, we kindly ask that you pick up your trash and deposit it in the provided trash receptacles before leaving the stadium.”

6. ALCOHOL. SCHOOL shall be responsible for making sure that no alcohol is allowed on the premises pursuant to Section 3-11 of CITY’s Official Code.

7. TOBACCO. SCHOOL shall be responsible for compliance with CITY’s tobacco policy set forth in CITY’s Official Code which precludes tobacco use except in parking areas available to the general public.

8. PETS. SCHOOL shall be responsible for making sure that no pets are allowed on the premises except for service animals.

9. DAMAGE. SCHOOL shall be responsible for any damage to any part of the Memorial Field facility utilized by SCHOOL above normal use and wear for all times during which SCHOOL has control of the facility. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

10. KEYS TO FACILITY. CITY shall provide SCHOOL with one set of keys to the areas of Veteran’s Memorial Park that SCHOOL is allowed to access as part of this Agreement for which SCHOOL shall pay a deposit of \$100.00. CITY may provide additional sets of keys to SCHOOL as agreed upon by the parties. Additional sets of keys provided to SCHOOL shall require an additional deposit of \$100.00 per set. Not more than a total of five sets of keys shall be issued to SCHOOL without an adequate explanation as to necessity. SCHOOL is not authorized to duplicate any keys it receives pursuant to this Agreement. In the event the keys are lost, SCHOOL shall immediately notify CITY. SCHOOL shall be responsible for all costs associated with changing locks and replacing keys in the event SCHOOL loses the keys. SCHOOL shall be responsible for locking the entire facility at the end of each SCHOOL event with the exception of the concession stand.

11. SECURITY. SCHOOL shall be responsible for providing adequate security at the facility from the time the gates to the field and doors to the multipurpose building are unlocked on the day of each game, during the game, and until the time the facility is locked except as the same relates to the concession area.

12. DOWN MARKERS AND PYLONS. SCHOOL shall set up and tear down the down markers and pylons.

13. CANCELLATION BY SCHOOL. SCHOOL shall be responsible for providing notice of cancellation of any games to CITY’s parks and recreation director at 844-2180.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY's facilities with no exclusions. SCHOOL's insurance shall be the primary insurance coverage for SCHOOL's events. SCHOOL agrees to be responsible for any damages or claim of loss not covered by SCHOOL's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by July 28, 2023, then (1) SCHOOL shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

15. INDEMNIFICATION AND HOLD HARMLESS. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by SCHOOL or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SCHOOL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

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

18. PARKING. SCHOOL shall be responsible for assuring that vehicles within Veterans Memorial Park are parked only in approved parking areas and shall be responsible for removing vehicles parked in places other than approved parking areas. All parking is at the risk of SCHOOL and the party parking the vehicle. SCHOOL can limit or restrict the available parking.

19. MULTIPURPOSE BUILDING. SCHOOL shall be allowed to utilize the multipurpose building as set forth in this Agreement or as otherwise approved by CITY's parks and recreation director. SCHOOL shall enter and exit the multipurpose building as directed. In no event shall SCHOOL allow exit from the multipurpose building to the water park.

20. NO SPECTATORS ON FIELD. SCHOOL shall be responsible for keeping spectators off the football field before, during and after football games so that only individuals participating in football games, coaching, officiating, half-time activities and supporting activities shall be allowed on the playing surface of the football field.

21. SHOES. No spiked shoes shall be allowed on the football field and only appropriate football cleats shall be allowed. SCHOOL shall be responsible for compliance with this provision.

22. VEHICLES. SCHOOL shall utilize no motorized vehicles of any kind on the football field with the exception of a "Gator" type vehicle with flotation turf tires used by emergency service responders for medical purposes.

23. ADVERTISING. SCHOOL shall not erect any advertising signs at Veterans Memorial Park or allow any advertising signs to be erected at Veterans Memorial Park.

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

25. FIELD LIGHTS. Field lights are set to turn on and off by CITY in accordance with the schedule provided to CITY. SCHOOL agrees to provide CITY with a comprehensive list of game times and to keep the same current.

26. CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events. SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park, including but not limited to tailgating, and SCHOOL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Veterans Memorial Park. SCHOOL shall not receive any profit from concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Veterans Memorial Park by spectators when concessions are being sold by CITY.

27. ELEVATOR. CITY's facility is equipped with an elevator. SCHOOL shall monitor and control access to said elevator during its events at CITY's facility and shall be responsible for securing the elevator at the conclusion of SCHOOL's event.

28. OTHER AREAS OF THE PARK. SCHOOL shall be responsible for restricting participants and spectators to the football and parking portions of Veterans Memorial Park during SCHOOL's events and shall prohibit people from accessing other portions of Veterans Memorial Park during the time when SCHOOL is utilizing CITY's football facility. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities during the term of this Agreement.

29. ALTERATIONS TO FACILITY. SCHOOL shall make no alterations or additions, etc., to CITY's facility without SCHOOL's prior written request and CITY's prior written approval.

30. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on CITY's football field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games held and the total number of spectators at each game. Said accounting shall be provided to CITY's risk manager no later than ten (10) days after the conclusion of the season.

31. TURF FIELD RULES. CITY's football field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's football field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the football field. Said Turf Field Rules shall include but not be limited to the following:

- Molded cleats or other athletic shoes only.
- No sharp objects, including tent stakes, corner flags or other objects that can penetrate the surface of the field.
- No food items – including gum and sunflower seeds.
- No tobacco products of any kind.
- No sport drinks or liquids other than water.
- No pets.
- No bicycles or other unapproved vehicles.
- Approved athletic equipment only.

32. PRACTICE. SCHOOL shall not have access to the multipurpose building during football practices.

33. CITY'S RIGHT TO CANCEL ACTIVITIES. Notwithstanding any other provision of this Agreement, CITY retains the right to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to SCHOOL resulting from CITY's cancellation of SCHOOL's activities.

34. VOLUNTEERS. Any volunteers that access CITY's facilities as part of this Agreement are SCHOOL's volunteers and SCHOOL shall be responsible for any insurance coverage or liability related to or stemming from SCHOOL's volunteers.

35. UNADDRESSED ISSUES. Issues related to Memorial Field not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of SCHOOL.

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

LUTHERAN HIGH SCHOOL ASSOCIATION OF
NORTHEAST NEBRASKA, INCORPORATED,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY"; Flood Communications, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as "FLOOD COMMUNICATIONS"; and District TT Hospitality LLC, a Nebraska Limited Liability Company, hereinafter referred to as "DISTRICT", WITNESSETH:

WHEREAS, FLOOD COMMUNICATIONS is desirous of closing a portion of W. Norfolk Avenue to host a Mimosa Fest event which includes but is not limited to the sale of alcohol, live music performances, axe throwing, food truck vendors, and providing Wi-Fi services; and

WHEREAS, FLOOD COMMUNICATIONS has requested that W. Norfolk Avenue between 2nd Street and 3rd Street be closed from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023; and

WHEREAS, alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council; and

WHEREAS, attached hereto as Exhibit "A" is a map which shows the beer garden with the approximate location of the music stage, food truck vendors, and bar that is contemplated for the event; and

WHEREAS, CITY is desirous of allowing the closure of said portion of W. Norfolk Avenue as described above for FLOOD COMMUNICATIONS' Mimosa Fest.

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

1. TERM. This Agreement shall be from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023.

2. STREET CLOSURE. CITY shall allow for the closure of W. Norfolk Avenue from the west line of 2nd Street extending west to the east line of 3rd Street from 7:00 a.m. to 11:00 p.m. on Saturday, August 12, 2023. Notwithstanding said street closure, the eastbound traffic lane of Norfolk Avenue from the Wells Fargo Bank drive-thru lane exit to the easternmost access to Wells Fargo property shall remain open for vehicles exiting the Wells Fargo drive-thru during Wells Fargo's Saturday banking hours. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.

3. SET UP/CLEAN UP. FLOOD COMMUNICATIONS shall be allowed to begin setting up for its event on the closed portion of W. Norfolk Avenue at 7:00 a.m. on Saturday, August 12, 2023. FLOOD COMMUNICATIONS shall be responsible for cleanup from the event and shall complete said cleanup by 11:00 p.m. on Saturday, August 12, 2023.

4. VENDING. This Agreement shall serve as permission granted to FLOOD COMMUNICATIONS or its designees for vending on the closed portion of Norfolk Avenue so long as FLOOD COMMUNICATIONS or its designees have obtained the necessary permits and comply with the requirements of paragraph 15C herein.

5. ALCOHOL.

- A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to FLOOD COMMUNICATIONS and DISTRICT for alcohol to be served on the closed portion of W. Norfolk Avenue from 7:00 a.m. until 11:00 p.m. on Saturday, August 12, 2023.
- B. Liquor License. In addition to this authorization, the necessary liquor license shall be obtained.
- C. Strict Compliance. The consumption of alcohol on the closed portion of W. Norfolk Avenue shall be had in strict compliance with the representations made on the liquor license application, a copy of which is attached hereto as Exhibit "B", and pursuant to the terms of any liquor license that is obtained.
- D. DISTRICT Insurance. DISTRICT shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all activities sponsored by DISTRICT for this event with no exclusions. In addition, DISTRICT shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for all events related to the serving of alcohol on CITY's property during the Mimosa Fest event on August 12, 2023. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 2, 2023, then (1) this paragraph of this Agreement shall be voidable at the option of CITY, and (2) DISTRICT is not authorized to be serving alcohol on CITY's property and FLOOD COMMUNICATIONS and its insurance carrier shall be responsible for said alcohol service on CITY property.

- E. Hold Harmless/Indemnification by DISTRICT. DISTRICT herewith agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by DISTRICT, FLOOD

COMMUNICATIONS, or any third party from damage or claim of damage that arises from any of the activities, or attending or accessing any of the activities, authorized or undertaken as provided in this Agreement, including but not limited to the serving of alcohol on CITY property, and for any loss to CITY that results from DISTRICT failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

6. SALES TAXES. All concession sales are subject to State and City sales tax. FLOOD COMMUNICATIONS, DISTRICT or their vendors shall file sales tax returns and pay the applicable sales tax as required by law.

7. TEMPORARY STAGE. CITY shall allow FLOOD COMMUNICATIONS to place a temporary stage on the closed portion of the street at the location depicted in the diagram attached hereto as Exhibit "A".

8. TENTS. CITY shall allow FLOOD COMMUNICATIONS to place shade tents on the closed portion of the street so long as said tents are not anchored by stakes placed in the surface of the street. FLOOD COMMUNICATIONS agrees to cease and desist use of tents in the event wind speeds exceed the tents manufacturer's recommendations.

9. HOLES IN CONCRETE. FLOOD COMMUNICATIONS and DISTRICT shall not drill any holes in the surface of the closed portion of W. Norfolk Avenue or adjacent sidewalks.

10. PAINT ON STREET/SIDEWALKS PROHIBITED. FLOOD COMMUNICATIONS and DISTRICT shall not paint or permanently mark any portion of the street or sidewalks for this event. In the event that FLOOD COMMUNICATIONS and/or DISTRICT does paint or permanently mark any portion of the street or sidewalks, then City shall have the paint or marking removed and the cost thereof shall be paid by FLOOD COMMUNICATIONS and/or DISTRICT.

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

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

13. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures

14. TEMPORARY TOILETS. FLOOD COMMUNICATIONS agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected

to attend the event; however, no temporary toilets shall be placed in the travel lanes of the closed street.

15. INSURANCE.

A. FLOOD COMMUNICATIONS shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all activities and vendors sponsored by FLOOD COMMUNICATIONS for the event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities (including the serving of alcohol and allowing axe throwing on CITY's property during the event) and vendors being covered and acknowledging carrier's coverage of the same. In the event there is any exclusion or limitation of FLOOD COMMUNICATIONS' insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of FLOOD COMMUNICATIONS's event. Further, FLOOD COMMUNICATIONS shall not allow any vendors that are not covered under FLOOD COMMUNICATIONS' insurance policy to participate in the event.

B. FLOOD COMMUNICATIONS shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for FLOOD COMMUNICATIONS' event (including the serving of alcohol and allowing axe throwing activities on CITY's property) with the exception of activities related to alcohol and vendors for which insurance is provided by DISTRICT or other vendors, in which case DISTRICT or the respective vendor's insurance shall be primary and FLOOD COMMUNICATIONS' insurance shall be secondary. FLOOD COMMUNICATIONS agrees to be responsible for any damages or claim of loss not covered by FLOOD COMMUNICATIONS' insurance, DISTRICT's insurance, or FLOOD COMMUNICATIONS' vendors' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 2, 2023, then (1) FLOOD COMMUNICATIONS shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

C. FLOOD COMMUNICATIONS agrees to obtain from all vendors and sponsors of activities accessing the closed street a certificate of insurance showing general liability and products liability coverage in amounts no less than \$1,000,000 per

occurrence with a \$1,000,000 aggregate. Said certificates of insurance shall be filed with the City Clerk's office by August 9, 2023.

In the event there are vendors on the closed street that are not listed on the letter from FLOOD COMMUNICATIONS' insurance carrier or from which FLOOD COMMUNICATIONS has not obtained a valid certificate of insurance with the coverage amounts set forth herein, then said vendors are not authorized to be vending on the closed street and FLOOD COMMUNICATIONS and its insurance carrier shall be responsible for said unauthorized vendors.

16. HOLD HARMLESS/INDEMNIFICATION. FLOOD COMMUNICATIONS agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by FLOOD COMMUNICATIONS, CITY, or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from FLOOD COMMUNICATIONS failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any issues related to serving alcohol, allowing axe throwing, and allowing the placement of Wi-Fi equipment on CITY property.

17. RELEASES. In the event that FLOOD COMMUNICATIONS or their vendors obtain Releases for participation in FLOOD COMMUNICATIONS' events while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

18. WI-FI EQUIPMENT. On the day of the event, CITY shall allow FLOOD COMMUNICATIONS or their service provider to place one piece of GigaPro Wi-Fi equipment, as described on the attached Exhibit "C", on CITY's light pole located in front of Wells Fargo Bank, 227 W. Norfolk Avenue, which pole is depicted on the attached Exhibit "D". Said Wi-Fi equipment shall be mounted onto the pole by pipe straps and shall be removed at the conclusion of the event. CITY shall not be responsible for any damage to said Wi-Fi equipment and FLOOD COMMUNICATIONS' service provider's placement of equipment on CITY's light pole shall be at their own risk. FLOOD COMMUNICATIONS shall be responsible for any damage to CITY's light pole as a direct result of CITY allowing the placement said equipment on the pole. In the event the pole is damaged by the placement and/or removal of the equipment, CITY shall have the damage repaired and FLOOD COMMUNICATIONS shall pay the cost of same.

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

20. MANAGEMENT. The parties acknowledge and agree that FLOOD COMMUNICATIONS shall be solely responsible for the operation and management of the

closed portion of the street during the term of this Agreement when the same is being utilized by FLOOD COMMUNICATIONS for FLOOD COMMUNICATIONS' event and related activities. FLOOD COMMUNICATIONS shall be responsible for operating and managing the closed portion of the street in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same including, but not limited to, the most current and updated Directed Health Measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). FLOOD COMMUNICATIONS represents and covenants to CITY that FLOOD COMMUNICATIONS is familiar with the Rules and that FLOOD COMMUNICATIONS shall operate and manage the closed portion of the street in accordance with the Rules. FLOOD COMMUNICATIONS shall ensure that all individuals utilizing the closed portion of the street for FLOOD COMMUNICATIONS' event shall conduct themselves in accordance with the Rules.

21. MAINTENANCE. FLOOD COMMUNICATIONS shall be responsible for maintaining the closed portion of the street in accordance with the Rules so that the same may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. FLOOD COMMUNICATIONS shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street in accordance with the Rules.

22. NO USAGE FEE. FLOOD COMMUNICATIONS shall pay no fee to CITY for the use of the closed portion of the street for FLOOD COMMUNICATIONS' event.

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

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

FLOOD COMMUNICATIONS, L.L.C.,
A Nebraska Limited Liability Company

By _____

Title: _____

Printed Name: _____

DISTRICT TT HOSPITALITY LLC,
A Nebraska Limited Liability Company

By _____

Andrew McCarthy, Manager

EXHIBIT "A"



EXHIBIT "B"

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

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

District Table and Tap
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
226 W Norfolk Ave #200
Retail Liquor License Address or Non-Profit Business Address
Class C 125450
Retail License Number or Non-Profit Federal ID #
Consecutive Dates only
Event Date(s): 8-12-23
Event Start Time(s): 6am
Event End Time(s): 12am
Alternate Date: none
Alternate Location Building & Address: none
Event Building Name: Norfolk Avenue
Event Street Address/City: 226 W Norfolk Ave
Indoor area to be licensed in length & width: NA X NA
Outdoor area to be licensed in length & width: 364 X 87 (Diagram Form #109 must be attached)
Type of Event: Mimosa Fest Outdoor Live Music Estimate # of attendees: 700-800
Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)
Event Contact Name: Andrew McCarthy Event Contact Phone Number: 402-992-0578
Event Contact Email: andrew @ districttableandtap.com

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

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

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

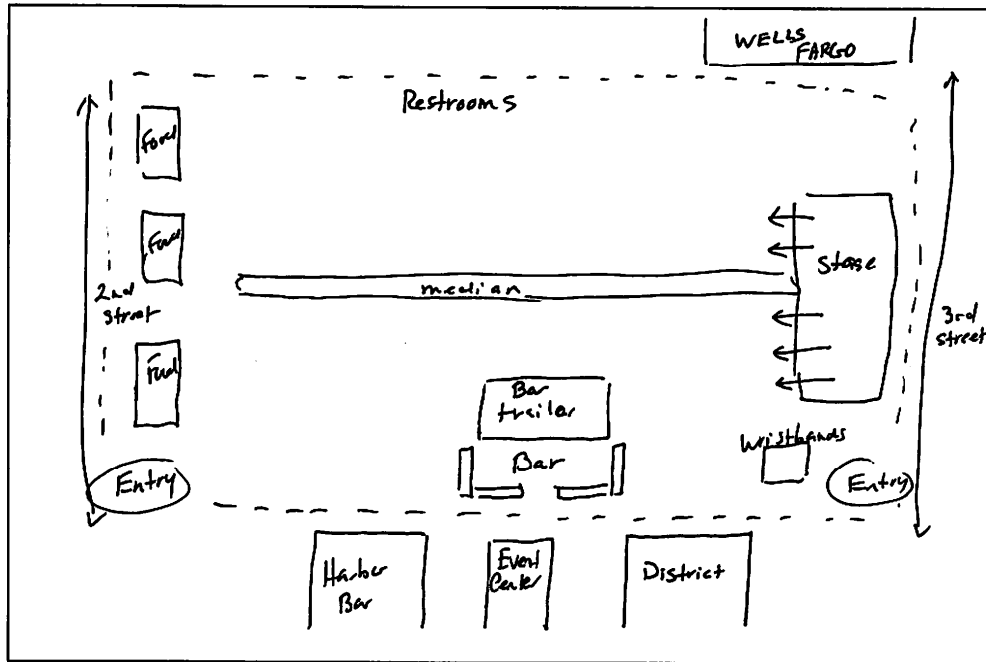
Local Governing Body Authorized Signature Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109
Rev Nov 2016

EXHIBIT "C"



SPECIFICATIONS

Dimensions

- Width: 10.75 in (27.3 cm)
- Height: 3.65 in (9.27 cm)
- Depth: 10.75 in (27.3 cm); 10.9 in (27.69 cm) with cable boots
- Weight: 4.6 pounds (2.1 kg)

EXHIBIT "D"



AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Young Life, a Texas Nonprofit Corporation, hereinafter referred to as "YOUNG LIFE", WITNESSETH:

WHEREAS, YOUNG LIFE is desirous of utilizing CITY’s park facility known as Central Park for various activities to hold a Water War event on Tuesday, August 22, 2023, including but not limited to various water games with Junior High students; and

WHEREAS, CITY is desirous of allowing the use of Central Park as described above for the Water War event.

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

1. FACILITY. CITY, being the owner of the park facility commonly known as Central Park, is willing to allow the park to be used in conjunction with YOUNG LIFE’s purpose of conducting various activities for a Water War event including but not limited to various water games with Junior High students to be held Tuesday, August 22, 2023, from 7:00 p.m. to 8:30 p.m.

2. SETUP/CLEANUP. YOUNG LIFE may begin setting up for the event at 6:30 p.m. on Tuesday, August 22, 2023. YOUNG LIFE shall be responsible for cleanup from the event and shall complete said cleanup on Tuesday, August 22, 2023. In the event YOUNG LIFE fails to clean up the park at the conclusion of their event on August 22, 2023, YOUNG LIFE 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 YOUNG LIFE prior to cleaning, if practicable.

3. NO PAINT ON CONCRETE. YOUNG LIFE shall not paint or permanently mark any concrete in Central Park for YOUNG LIFE’s event. In the event that YOUNG LIFE does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by YOUNG LIFE.

4. INSURANCE. YOUNG LIFE 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, YOUNG LIFE shall name CITY as an additional insured. The policy issued shall cover all actions or activities authorized by this Agreement and activities sponsored by YOUNG LIFE for this event with no exclusions. In the event there is any exclusion or limitation of YOUNG LIFE's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of YOUNG LIFE's event. YOUNG LIFE's insurance shall be the primary insurance coverage for YOUNG LIFE's event. YOUNG LIFE agrees to be responsible for any damages or claim of loss not covered by YOUNG LIFE's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by August 11, 2023, then (1) YOUNG LIFE shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

6. VOLUNTEERS. Any volunteers that access CITY's park as part of this Agreement are YOUNG LIFE's volunteers and YOUNG LIFE shall be responsible for any insurance coverage or liability related to or stemming from YOUNG LIFE's volunteers.

7. TEMPORARY SIGNAGE. All informational signage in conjunction with this event may be placed in the park on the day of the event, however, no signs shall be placed on the terrace and no signs shall be placed on any private property without the property owner's permission. Signs shall not in any way obstruct the view of motorists and must be removed at the end of the event.

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

9. COPYRIGHTED MUSIC. YOUNG LIFE 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 YOUNG LIFE and expressly agrees to hold CITY harmless and indemnify CITY from any cost or liability that may result to CITY as a result of the activities sponsored by YOUNG LIFE being held on property owned by CITY.

10. NOISE. In the event that noise complaints related to the music or any other activity related to the event are received by CITY's Police Division, the Police Division shall handle said complaints in the normal course according to its policies and procedures.

11. WATER SUPPLY. YOUNG LIFE shall coordinate with CITY's parks and recreation director to gain access to CITY's water supply in Central Park for its event.

12. VENDING. There shall be no vending of any goods, services, products or commodities in the park.

13. MANAGEMENT. The parties acknowledge and agree that YOUNG LIFE 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 YOUNG LIFE for YOUNG LIFE's event and related activities. YOUNG LIFE 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"). YOUNG LIFE represents and covenants to CITY that YOUNG LIFE is familiar with the Rules and that YOUNG LIFE shall operate and manage the park in accordance with the Rules. YOUNG LIFE shall ensure that all individuals utilizing the park for YOUNG LIFE's event(s) shall conduct themselves in accordance with the Rules.

14. MAINTENANCE. YOUNG LIFE 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. YOUNG LIFE shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

15. NO USAGE FEE. YOUNG LIFE shall pay no fee to CITY for the use of Central Park for its event.

16. POSTPONEMENT. In the event it is necessary to postpone this event, YOUNG LIFE may coordinate with CITY's parks and recreation director to reschedule the date of the event.

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

18. UNADDRESSED ISSUES. Issues related to Norfolk Pedal Park not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of LIONS.

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

YOUNG LIFE, A Texas Nonprofit Corporation

By _____
Printed Name: _____
Title: _____

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 Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "LIONS", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow LIONS to use the CITY's facility for a Big Wheel Race event, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Norfolk Pedal Park is willing to allow the park to be used in conjunction with LIONS's purpose of hosting a Big Wheel Race event to include but not be limited to kids racing for prizes on the bicycle track.

2. DATE. This Agreement shall be for the day of Saturday, August 19, 2023. LIONS may begin setting up for their event at 8:00 a.m. on August 19, 2023. LIONS shall be responsible for cleanup from the event and shall complete said cleanup by 12:00 noon on August 19, 2023.

3. VEHICLE PARKING. LIONS shall encourage attendees of their event to park vehicles in the CITY-owned parking lot located on the north end of the green space adjacent to Norfolk Pedal Park (near Benjamin Avenue).

4. VENDING. There shall be no vending of any goods, services, products or commodities in the park.

5. INSURANCE. LIONS 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

LIONS shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LIONS while using CITY's park facility with no exclusions. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. Said insurance shall be the primary insurance coverage for LIONS' event. LIONS agrees to be responsible for any damages or claim of loss not covered by LIONS' insurance. In the event the

certificate of insurance is not filed by August 9, 2023, then (1) LIONS shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

7. VOLUNTEERS. Any volunteers that access CITY's park as part of this Agreement are LIONS' volunteers and LIONS shall be responsible for any insurance coverage or liability related to or stemming from LIONS' volunteers.

8. TENT. CITY shall allow LIONS to erect a tent in the park at a location approved by CITY's parks and recreation director. If the tent is to be held in place by stakes in the ground, then at least forty-eight (48) hours prior to Saturday, August 19, 2023, LIONS shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tent is to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any tent stakes, LIONS shall coordinate with CITY's parks and recreation director as to the contemplated location of the tent. CITY will attempt to locate any private underground lines it owns. LIONS shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tent is to be placed. LIONS shall be responsible for any damage to any underground utility lines or to any unlocated lines.

9. TEMPORARY SIGNAGE. All informational signage in conjunction with this event may be placed in the park on the day of the event and must be removed at the end of the event.

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

11. NO PAINT ON CONCRETE. LIONS shall not paint or permanently mark any concrete in Norfolk Pedal Park for LIONS' event. In the event that LIONS does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by LIONS.

12. MANAGEMENT. The parties acknowledge and agree that LIONS 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 LIONS for LIONS' event and related activities. LIONS 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"). LIONS represents and covenants to CITY that LIONS is familiar with the Rules and that LIONS shall

operate and manage the park in accordance with the Rules. LIONS shall ensure that all individuals utilizing the park for LIONS' event shall conduct themselves in accordance with the Rules.

13. MAINTENANCE. LIONS 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. LIONS shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

14. NO USAGE FEE. LIONS shall pay no usage fee to CITY to access Norfolk Pedal Park for LIONS' event.

15. POSTPONEMENT. In the event it is necessary to postpone this event, LIONS may coordinate with CITY's parks and recreation director to reschedule the date of the event.

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

17. UNADDRESSED ISSUES. Issues related to Norfolk Pedal Park not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of LIONS.

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____
Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

NORFOLK LIONS CLUB, INC.,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

RESOLUTION NO. 2023-35

WHEREAS, the City of Norfolk, Nebraska has solid waste jurisdiction pursuant to the terms of the Integrated Solid Waste Management Act; and

WHEREAS, the City of Norfolk, Nebraska has previously joined the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, a Third Amended Interlocal Solid Waste Management Agreement has been proposed for consideration of members of the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, the changes contained in the proposed Third Amended Interlocal Solid Waste Management Agreement are a result of a master planning process authorized by the Coalition Board on May 21, 2020;

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

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

- (1) The proposed Third Amended Interlocal Solid Waste Management Agreement is hereby approved;
- (2) That the Mayor is authorized to sign the Third Amended Interlocal Solid Waste Management Agreement on behalf of the City of Norfolk, Nebraska.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

(S E A L)

**THIRD AMENDED AND RESTATED
INTERLOCAL
SOLID WASTE MANAGEMENT AGREEMENT
NORTHEAST NEBRASKA SOLID WASTE COALITION
ADOPTED October 1, 2023**

THIS THIRD AMENDED AND RESTATED AGREEMENT (“Third Amended Agreement”) is made and entered into by and among the undersigned political subdivisions comprising the membership of the Northeast Nebraska Solid Waste Coalition (“Coalition”), listed on Exhibit "A" hereto, whose governing bodies approved, by resolution, this Amended Agreement on or before October 1, 2023. It is the intent of the members of the Coalition that this Third Amended Agreement shall supersede all prior agreements.

WITNESSETH:

WHEREAS, the undersigned political subdivisions have previously affiliated as members of the Coalition and endeavor to ratify their membership in the Coalition;

WHEREAS, the members of the Coalition have found it necessary to amend the existing interlocal agreement to provide a mechanism for utilization in allowing additional political subdivisions to join the Coalition together with a need to amend certain provisions of the previously executed interlocal agreement;

WHEREAS, the members of the Coalition are desirous of having a single document which describes the amended agreement of the parties and therefore all prior iterations of the Interlocal Agreement of the Coalition are superseded by this Third Amended Agreement;

WHEREAS, the members of the Coalition for their common good are desirous of adopting this Third Amended Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801, *et seq.*, as the same may from time to time be amended (the “Act”), for the purpose of providing solid waste management to their respective constituencies by the means of building, maintaining, and operating a solid waste disposal facility (“Facility”); and

WHEREAS, the members of the Coalition are in agreement for their joint and mutual benefit and to avoid any unnecessary risks associated with or liability for environmental clean-up as a result of hazardous material contamination to ground water and/or other segments of the environment, as well as any post-closure risks or liability for the same, that any solid waste disposal facility or landfill created, built, and operated as provided herein shall accept only solid wastes from the parties hereto or as approved by the Board of Directors of the Coalition (“Board”), subject to the terms and conditions set forth herein and the By-Laws of the Coalition;

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

1. The purpose of the Coalition is to build, maintain, and operate a solid waste disposal, recycling, and education facility for the citizens who are constituents of the parties hereto, and for certain types of waste from non-parties. Parties who associate with the Coalition may withdraw from the Coalition as set forth in Paragraph 14 of this Third Amended Agreement, and in no event shall such withdrawing party be relieved of liabilities of the Coalition incurred prior to such withdrawing party's notice of withdrawal.

2. The parties hereto agree pursuant to the provisions of the Act, that the Coalition a separate body politic. The Coalition shall function as a local subdivision of government providing for solid waste management, recycling, and disposal, and as a nonprofit agency, which shall be empowered to make all financial and policy decisions affecting the purpose for which it is created.

3. Additional political subdivisions or entities may seek to become parties to this Third Amended Agreement and added as members to the Coalition upon providing to the Chairperson of the Board a letter of application which shall be considered by the Board at the next regular or special Board meeting. The application must identify the total population served by such political subdivision or entity, including any other political subdivisions, entities, or unincorporated areas (hereafter, "Communities") which rely upon the applicant for disposal of solid waste, and identify which, if any, transfer station the applicant intends to utilize, and/or any private haulers that serve the applicant. Upon receiving the approval of two-thirds (2/3) of the Directors and upon the governing body of the political subdivision applying for membership authorizing the execution of this Third Amended Agreement by Resolution and upon the execution of this Third Amended Agreement, including any addendum, amendment or modification thereto, the political subdivision applying for membership shall become a member of the Coalition. Further, the parties agree to comply with the terms of the host Agreement for the Facility entered into with Stanton County dated November 4, 1993, as amended from time to time. Until such time as an applicant becomes a member, the applicant is subject to non-member rates, or denial of the use of the Facility.

4. The parties hereto are hereby authorized and encouraged to establish by separate Interlocal Agreement relationships with other parties hereto to provide for the most economically feasible location and development of their own transfer stations, including but not limited to the transfer station's capitalization, debt service, operation and maintenance, and related capital and operating reserve costs required to transport their waste to the solid waste disposal facility, whether by the political subdivision(s) involved, or through private haulers that serve the parties.

5. Subject to Paragraph 17, the Coalition shall continue in existence and operation for the active life of the Facility and post-closure; it is the intent of the parties that the Coalition shall terminate on or as soon as practicable after the post-closure timeframe established by the rules of the Nebraska Department of Environment and Energy ("NDEE"), or its successor agency.

6. The Coalition shall be governed by the Board, which shall be made up of representatives as set forth below. Each Director shall be appointed by Resolution of the applicable governing body, and each such applicable governing body may name an alternate person to act and vote in the absence of the governing body's named representative. The Coalition shall have, through the exercise of a majority vote of its Board, those responsibilities and powers set forth in the Act, as well as the power to issue bonds and notes pursuant to Neb. Rev. Stat. §13-808, *et. seq.*, and the power to enter into service agreements pursuant to Neb. Rev. Stat. §§13-2024.

(A) A single representative from each of the three (3) largest municipalities which are parties to this Third Amended Agreement;

(B) A single representative, which shall rotate annually, for all other members which are a party to this Third Amended Agreement excluding representatives in a) and c) of this Section.

(C) A representative from the township where the solid waste disposal facility is located, currently Maple Creek Township.

7. Powers and responsibilities of the Board shall include, but not be limited to the following:

(A) Set budgets and rates ("user fees") and to provide for a system of budgeting, accounting, auditing and reporting of all Coalition funds and transactions, for a depository, and for the bonding of employees and officials or the provision of equivalent insurance coverage provided by the Coalition;

(B) Establish solid waste disposal facility use rules and regulations for the Coalition facility, including those prohibiting various types of wastes;

(C) Establish goals and/or mandates regarding waste reduction, reuse, and recycling;

(D) Contract for the design, development, construction, operation, and maintenance of a publicly owned solid waste disposal facility with public or private entities as allowed by Nebraska law;

(E) Manage and review solid waste disposal facility operations;

- (F) Organize efforts to keep the general public informed of desired solid waste facility operations and procedures, and making the public aware of potential problems and concerns;
- (G) Address questions and concerns of the general public;
- (H) Make application for any permits or licenses required by regulating agencies;
- (I) See that the solid waste disposal facility operating personnel are kept abreast of latest developments and concerns regarding the solid waste disposal facility;
- (J) Employ such personnel as are needed to carry out the objectives of the Coalition set forth herein, fix their compensation, benefits, enact personnel rules and regulations, and terminate their employment;
- (K) Adopt By-Laws regarding the organization and operation of the Coalition;
- (L) Make application for and receive grants related to the solid waste management purposes for which the Coalition was formed;
- (M) Borrow funds as necessary;
- (N) To contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, rate specialists, and others found necessary or useful and convenient to the stated purposes of the Coalition;
- (O) To sue and be sued;
- (P) To purchase, plan, develop, construct, equip, maintain, and improve facilities and systems for use in solid waste management and lease or acquire land in fee by gift, grant, purchase or condemnation, as necessary for the construction and operation of such a facility or system;
- (Q) To acquire, hold, use and dispose of the reserves derived from the operation of solid waste management facilities and systems and other moneys of the Coalition;
- (R) To acquire, hold, use and dispose of other personal property for the purposes of the Coalition; and

(S) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Coalition.

8. The Coalition shall be funded by the revenues derived from the rates ("user fees") set by the Board for solid waste disposed at Coalition facilities in accordance with the provisions set forth by the Board. NO PROPERTY TAX SHALL BE LEVIED FOR ANY COST RELATED TO THE CREATION, BUILDING, OR OPERATION OF THE SOLID WASTE DISPOSAL FACILITY provided, however, that (1) in the event that funds derived from "user fees" are insufficient to service debt of the Coalition, then and in that event the individual members of the Coalition shall be assessed (which assessment may be provided for in any service agreement with each such member) on a per-capita basis on the basis of the entire population served by the members of the Coalition as determined by the most recent decennial census which assessment shall be paid by revenues derived from local property taxes or other local revenue sources; and (2) in the event of a request from the Board for the members' assistance in meeting state or federal financial assurance requirements of Coalition for closure, post-closure care or for corrective action, then and in that event the members shall participate in the Local Government Financial Test, the Local Government Guarantee, a State-Approved Mechanism, or in any combination of these financial assurance mechanisms as requested by the Board, on a per-capita basis on the basis of the entire population of the members of the Coalition as determined by the most recent decennial census. The rates charged by the Coalition shall be uniform for all members for disposal costs at the gate of said facility based on the tonnage or volume of waste. Rates charged by the parties hereto to their constituents for collection and transfer to the solid waste disposal facility shall be the function and responsibility of each of the said parties hereto. The Coalition is hereby empowered and authorized to establish classes of user fees for the following:

- (A) Members that send qualifying waste directly to the Facility;
- (B) Member transfer stations that send waste to the Facility;
- (C) Non-member transfer stations that send waste to the Facility;
- (D) Non-transfer station and non-qualifying waste to Facility;
- (E) City of Clarkson;
- (F) Minimum charges;
- (G) Landfill Inspection Fee;
- (H) Administrative Fee;
- (H) Equipment Use Fee or special waste fee; and

(l) Non-typical waste

9. The parties hereto agree to:

(A) pass appropriate ordinances or resolutions requiring their citizens to manage their solid wastes in compliance with the policies of the Coalition, and require any Community served by such member to do the same;

(B) where legally required by law to do so, to require the disposal of said wastes only through a transfer station approved by Coalition; and

(C) incorporate the rates for solid waste disposal as set annually by the Coalition Board of Directors into any rate charged to their respective constituents and Communities served.

10. The Coalition shall set the standards of and for the solid waste it shall accept from transfer stations and at the solid waste disposal facility. Said standards shall be in compliance with applicable permits, rules and regulations of state and federal agencies with jurisdiction over the solid waste disposal facility.

11. The parties hereto agree that the solid waste disposal rates and classes shall be approved by the Board, and shall be calculated to fund capital, debt service, operating, closure, post-closure, financial assurance, reserve funds, self-funded insurance costs, and other costs which may arise from the operation, management, design, expansion, or replacement of the Facility.

12. Any party to this Third Amended Agreement which does not agree with the rates established by the Board which apply to such party shall be allowed to challenge the reasonableness of said rate at a meeting before the Board within thirty (30) days after the Board adopts annual rates as provided herein. The Board's decision as to such challenge shall be final.

13. The parties hereto further agree to comply with the Coalition's permits, and shall cooperate with the Coalition's efforts to obtain and maintain necessary permits for the solid waste facility. Transfer station operators shall be required to keep exacting records of the tonnage and volume of waste they initially receive, what is diverted, reused or recycled, what is excluded as hazardous material, what is excluded as required by the Coalition, and the tonnage or volume approved for transfer to the solid waste disposal facility on not less than a monthly basis.

14. The parties hereto shall remain parties to this Third Amended Agreement, except as provided in Paragraph 1 of this Third Amended Agreement, for the duration of the amortization schedule of all revenue bond issues and until the required post-closure

care and any required corrective action has been completed. In the event any party hereto desires to withdraw from this Third Amended Agreement, said party shall forfeit any future opportunities for self-insurance reimbursement from the funds established for this purpose, but shall remain responsible for any assessments or any financial assurance mechanism participation as requested, directed or agreed under the provisions this Third Amended Agreement. Any member seeking to withdraw from membership in the Coalition shall file with the Board a certified copy of the resolution of the member's governing body approving withdrawal. The withdrawal shall be effective upon such filing.

15. Any refund of post-closure self-funded insurance funds shall be redistributed to the parties hereto at the time of such refund on a per-capita basis (using the most recent decennial census) weighted by Coalition membership years.

16. Any party to this Third Amended Agreement shall have the right to conduct an inspection of the solid waste disposal facility with not less than one (1) day's advance written notice to the Chairperson of the Board.

17. The Coalition may be dissolved only by the adoption of resolutions approving such action by the governing body of each member, provided that the Coalition may not be dissolved until all outstanding bonds, notes, service agreements or other contractual or regulatory obligations and legal claims shall have been satisfied in full. Upon dissolution of the Coalition, each member shall become the owner of a fractional undivided interest in all remaining assets of the Coalition. Each member's undivided fractional interest in such assets shall be determined in accordance with that fraction which is produced, based upon the most recent decennial census, by dividing the population of each member by the entire population of all members of the Coalition.

18. The title to all property, personal or real, owned by the Coalition shall be held in the name of the Coalition. All conveyances of real property owned or held in the name of the Coalition shall be authorized by resolution of the Board and executed by the Chairperson or Vice Chairperson on behalf of the Coalition.

19. Each party to this Third Amended Agreement shall execute duplicate copies of this Third Amended Agreement and provide one executed copy to the Board. The parties agree that the separately executed copies of this Third Amended Agreement shall constitute the Interlocal Agreement of the Coalition, shall be given full force and effect, and shall supersede all prior iterations of the Coalition's Interlocal Agreement.

20. Each member shall provide to the Coalition a certified copy of the resolution of the governing body of the member approving this Third Amended Agreement and a certified copy of the resolution appointing said members representative to the board of directors, said resolutions being effective upon their filing with the Coalition.

21. This Third Amended Agreement may be amended upon approving resolutions adopted by the governing bodies of sixty percent (60%) of the population based upon the most recent decennial census, of the members at the time of the proposed amendment. A certified copy of each approving resolution shall be submitted to and kept on file with the Board.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Third Amended Agreement in duplicate this ____ day of _____, 2023.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation,

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

(S E A L)

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

EXHIBIT "A"

MEMBERS OF THE
NORTHEAST NEBRASKA SOLID WASTE COALITION

- (1) City of Battle Creek, Nebraska
- (2) Burt County, Nebraska
- (3) City of Columbus, Nebraska
- (4) Village of Craig, Nebraska
- (5) Village of Creston, Nebraska
- (6) Dodge County, Nebraska
- (7) Village of Duncan, Nebraska
- (8) City of Fremont, Nebraska
- (9) City of Hooper, Nebraska
- (10) Village of Hoskins, Nebraska
- (11) Village of Inglewood, Nebraska
- (12) City of Madison, Nebraska
- (13) Madison County, Nebraska
- (14) Village of Meadow Grove, Nebraska
- (15) Village of Nickerson, Nebraska
- (16) City of Norfolk, Nebraska
- (17) City of Oakland, Nebraska
- (18) Village of Pilger, Nebraska
- (19) Platte County, Nebraska
- (20) Village of Silver Creek, Nebraska
- (21) City of Stanton, Nebraska
- (22) Stanton County, Nebraska
- (23) Village of Uehling, Nebraska
- (24) Village of Winslow, Nebraska

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
MADISON COUNTY, NEBRASKA

IN THE MATTER OF THE APPLICATION OF BERNARD AND)
CAROL WREDE LIVING TRUST TO WITHDRAW PREMISES) NOTICE
HEREINAFTER DESCRIBED FROM AN INDUSTRIAL TRACT)
PURSUANT TO §13-1119 NEBRASKA REVISED STATUTES)

TO: City of Norfolk
Mayor Josh Moenning
City Clerk Brianna Duerst

You are hereby notified that Bernard and Carol Wrede Living Trust, has filed a request to have the Madison County Board of Commissioners exclude the following described parcels from a designated county industrial tract:

A tract of land lying wholly in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) and the Northwest Quarter of the Northeast Quarter (NW¼NE¼) of Section Thirty-six (36), Township Twenty-four (24) North, Range One (1) West of the 6th P.M., Madison County, Nebraska, and more particularly described as follows:

Referring to the North Quarter corner of said Section 36; thence proceeding West, along the North line of said Section 36, on an assumed bearing of South 89 degrees, 49 minutes, 15 seconds West, 799.83 feet; thence South 00 degrees, 06 minutes, 54 seconds East, 422.38 feet to a point on the Northerly right-of-way of Nebraska State Highway No. 24, which is the point of beginning; thence North 89 degrees, 51 minutes, 01 seconds East, 316.11 feet; thence North 00 degrees, 00 minutes, 00 seconds East, 378.68 feet to a point on the Westerly right-of-way of former Nebraska State Highway No. 24; thence South 76 degrees, 41 minutes, 00 seconds East, along said Westerly right-of-way 225.0 feet; thence South 28 degrees, 13 minutes, 32 seconds East, along said Westerly right-of-way, 304.58 feet; thence South 40 degrees, 17 minutes, 49 seconds East, along said Westerly right-of-way, 365.32 feet; thence South 28 degrees, 23 minutes, 45 seconds East, along said westerly right-of-way, 673.13 feet to a point on the Northerly right-of-way of Nebraska State Highway No. 24; thence North 76 degrees, 30 minutes, 16 seconds West, along said Northerly right-of-way, 586.73 feet to the P.C. of a curve to the right having a radius of 869.93 feet; thence along said Northerly right-of-way on said curve, 841.44 feet (Chord Bearing=North 48 degrees, 48 minutes, 42 seconds West, Chord Distance=809.93 feet) to the P.T. of said curve; thence North 21 degrees, 36 minutes, 06 seconds West, along said Northerly right-of-way, 152.46 feet to the point of beginning.

You are further notified that a hearing upon said application will be held before the Board of Commissioners on the 15th day of August, 2023 at 9:30 A.M. The municipal legislative body of the City of Norfolk is requested to approve or disapprove the exclusion of such tract within thirty days after receipt of this notice.

Witness my hand and official seal of the County Clerk of Madison County, Nebraska this 10th day of June, 2023.

Ann M. Russ
Madison County Clerk



OFFICE OF
MADISON COUNTY CLERK
ANNE M. PRUSS, COUNTY CLERK
P.O. BOX 290
MADISON NE 68748-0290
(402) 454-3311, EXT. 136

July 10, 2023

Briana Duerst
Norfolk City Clerk
309 North 5th Street
Norfolk, Nebraska 68701

RE: Industrial Tract Application
Bernard and Carol Wrede Living Trust

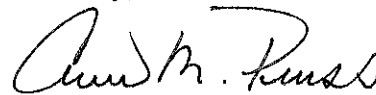
Dear Briana:

Attached is a request from Bernard and Carol Wrede Living Trust, for removal of tracts of real estate from a designated county industrial tract.

Please submit this request to the Norfolk City Council for their consideration at the next Council meeting and send notification of the decision to my office.

If you have any questions regarding this matter, please contact me at 454-3311, Ext. 136.

Sincerely,



Anne M. Pruss
County Clerk

Enclosures

June 26, 2023

Ann Pruss, Madison County Clerk
Madison County Courthouse
P.O Box 290
Madison, NE 68748

Re: Petition to Remove County Industrial Tract Designation

Dr Ms. Pruss:

The Bernard and Carol Wrede Living Trust owns a piece of property that is designated a County Industrial Tract. Pursuant to Neb. Rev. Stat. 13-1120, I am requesting/petitioning to remove the County Industrial Tract designation from the following property:

Tax Parcel ID: 590170412

Legal Description: PT NW1/4 NE1/4 & PT NE1/4 NW1/4 36-24-1

Please contact me at (402) 649-0661 should you need any additional information or have any questions.
Thank you.

Sincerely,

Bernard Wrede Trustee

Bernard Wrede

Trustee

MADISON COUNTY, NEBRASKA
RECEIVED

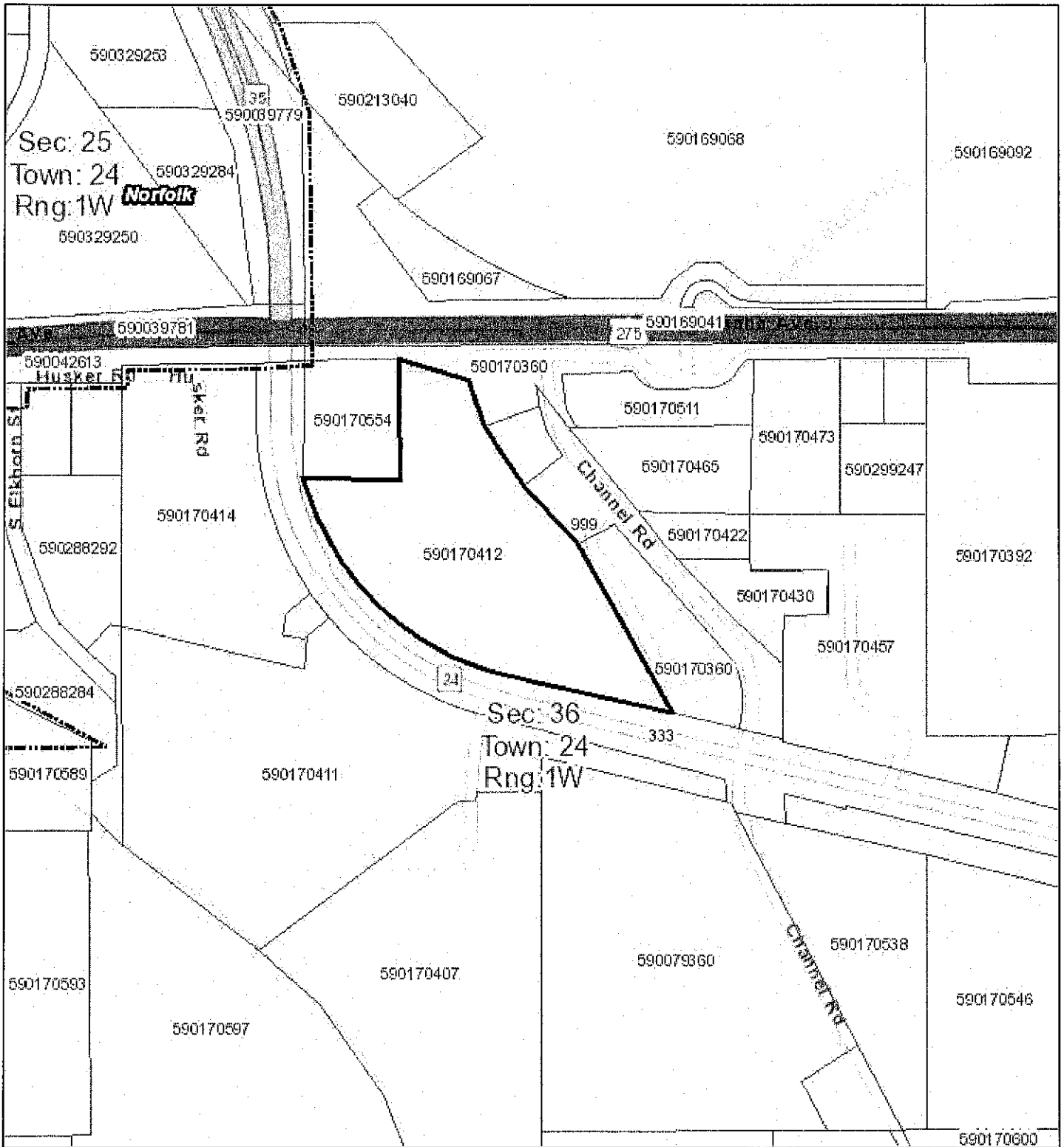
JUL - 3 2023

ANNE M. PRUSS
COUNTY CLERK

7/17/2023

wrede@ptc.net.net




Enclosure 25
Page 108 of 153

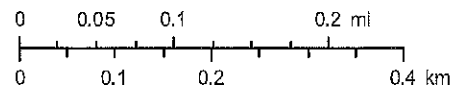


July 3, 2023

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

1:7,768

-  Municipal Boundaries
-  Parcels
-  Sections



13-1112. Municipal bodies; notification of filing; approval; failure to reply; effect.

Upon filing the petition under the provisions of section 13-1111, the county clerk, or if the real estate is situated in more than one county, the county clerk of the county having the greater portion of such real estate, shall notify such municipal legislative bodies in whose area of zoning jurisdiction an industrial tract is located in whole or in part as shall have developed a comprehensive development plan and shall be exercising zoning jurisdiction in the area concerned. Such notification shall request approval or disapproval by the municipal legislative body of the designation of such tract within thirty days after receipt of such notification, which approval may be conditioned upon terms agreed to between the city and county. The designation of any tract as an industrial area shall be in compliance with the zoning ordinances, subdivision regulations, and appropriate ordinances and regulations of such city or village. If formal reply to the notification of the county board's intention to designate such tract as an industrial area is not received within thirty days, the county board shall construe such inaction as approval of such designation.

Source: Laws 1967, c. 99, § 1, p. 299; Laws 1979, LB 217, § 2; R.S.1943, (1983), § 19-2501.01.

**Proclamation
for
“The Arc of Norfolk’s 70th Anniversary”**

WHEREAS, The Arc of Norfolk, a non-profit, self-advocate and parent driven organization, with 134 members, is celebrating 70 years of advocating for the rights of citizens with developmental disabilities and their families throughout Northeast Nebraska; and

WHEREAS, the organization came together in 1953 when little was known about the condition of developmental and intellectual disabilities or its causes; and there were virtually no programs and activities in the community to assist in the development and care of children and adults with disabilities or to support their families; and

WHEREAS, due to members’ collective desire to raise children in their homes and their stubborn refusal to accept that institutionalization was the only option, The Arc was formed; and

WHEREAS, The Arc is a presence for direct advocacy in school systems, assisting families in ensuring a free and appropriate public education, and with adults in navigating the Developmental Disabilities Division of Nebraska Health and Human Services; and

WHEREAS, The Arc of Norfolk runs a variety of programs and provides workshops, training self-advocates and their families, and organizes social and recreational programs that involve approximately 350 individuals; and

WHEREAS, The Arc believes that every citizen, regardless of his or her developmental or intellectual disability, has the right to live, work, learn, play, worship and serve others within the local community and also believes that with the proper supports, a high quality of life is possible for everyone.

NOW, THEREFORE, I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, do hereby congratulate The Arc on its 70th Anniversary of advocating for the rights of citizens with developmental disabilities and their families in our community.

Josh Moenning, Mayor

July 17, 2023

SEAL

Proclamation for “Disability Pride Month”

WHEREAS, Disability Pride Month is celebrated every July and is an opportunity to honor the history, achievements, experiences, and struggles of the disability community; and

WHEREAS, It marks the anniversary of the Americans with Disabilities Act, landmark legislation that broke down barriers for inclusion in society and ensured the civil rights of those with disabilities; and

WHEREAS, Disability Pride is accepting and honoring each persons’ uniqueness and seeing it as a natural and beautiful part of human diversity; and

WHEREAS, Disability Pride seeks to change the way people think and define disability, and to finally end the stigma of disability; and

WHEREAS, Disability Pride Month is a spotlight to honor every kind of disability, and the wide range of supports they need to thrive, and the barriers that still exist; and

WHEREAS, Disability Pride Month is an engaging opportunity for the community to become allies to those who experience a disability in their community. The more Disability Pride is celebrated the closer we are to the most inclusive world; and

WHEREAS, We believe that disability is a natural part of the human experience and in no way diminishes the rights of individuals to live independently, enjoy self-determination, make choices, contribute to society, pursue meaningful careers, enjoy full inclusion and integration in the economic, political, social, cultural and educational mainstream of American society; and

WHEREAS, The City of Norfolk joins communities across the country in celebrating the landmark American with Disabilities Act that was passed in July of 1990 and Disability Pride Month.

NOW, THEREFORE, I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, by the power invested in me, do hereby proclaim July 2023 as:

“Disability Pride Month”

in the City of Norfolk and encourage all citizens to take due note of the observance.

Mayor

July 17, 2023

SEAL

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: C

License Number:
125832



Office Use Only
 NEW / REPLACING 105977 TOP Yes/No No
 Hot List Yes/No No Initial: HY

PLEASE READ CAREFULLY

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

APPLICANT NAME Eldorado Hills Golf Club
 TRADE (DBA) NAME Eldorado Hills Golf Club
 PREVIOUS TRADE (DBA) NAME _____
 CONTACT NAME AND PHONE NUMBER Tim Brogan
 CONTACT EMAIL ADDRESS (402) 644-7242

Mailing Payment

PAYMENT TYPE <u>CL 1017</u> AMOUNT <u>\$400</u> DATE <u>6-23-23</u> SIGNATURE <u>Hy</u>	 2300006233
--	----------------

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - ✓ Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
- ✓ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
- ✓ Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
- ✓ If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
- ✓ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- ✓ If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- ✓ Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name Tim Brogan Phone Number (402) 644-7242
Firm Name Brogan Lampli, PC, LLO
Email address tbrogan@broganlampli.com

Should we contact you with any questions on the application? YES NO

APPLICANT INFORMATION

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

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

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

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

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

_____ YES NO

If yes, list the lender(s) _____

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

_____ YES NO

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

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

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

_____ YES NO

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

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

_____ YES NO

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

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

_____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Midwest Bank, Susan Fuchtman and Lee Klein

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

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

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

NLCC certified training program completed

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

Experience

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

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement _____

14. When do you intend to open for business? 05/19/2023

15. What will be the main nature of business? Golf Course

16. What are the anticipated hours of operation? 4pm-1am Monday-Saturday

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

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

If necessary, attach a separate sheet

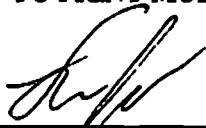
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

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

**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

Lee Klein

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**CONTROLLING CORPORATION
INSERT**

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

Office Use	RECEIVED
	JUN 20 2023
	Nebraska Liquor Control Commission

Attach copy of Articles as filed with the Nebraska Secretary of State - 853-126

Name and address of the controlling corporation of the applying corporation

Controlling Corporation Name: Eldorado Hills Community Association
Controlling Corporation Address: 3204 W Benjamin Ave., Ste 100
City: Norfolk State: NE Zip Code: 68701

Provide the names of the top four officer/members of the controlling corporation

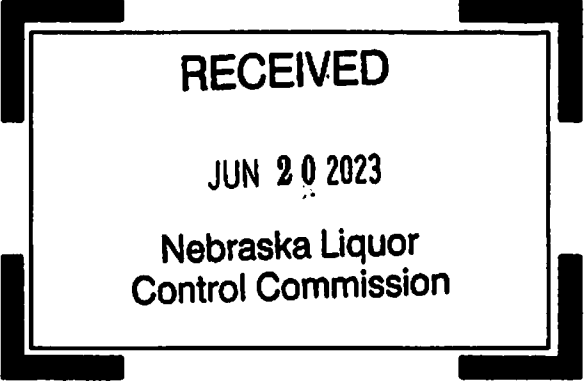
1. Full Name: Leland Klein
Job Title: President
2. Full Name: Sue Fuchtman
Job Title: Secretary/Treasurer
3. Full Name: Dave Schipporeit
Job Title: Director
4. Full Name: Terry Bauman
Job Title: Director

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

- 1. All officers, directors and stockholders and their spouses must be listed
- 2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
- 3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
- 4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

Eldorado Hills Golf Club

Name of Registered Agent: **Timothy Brogan**

Corporation Address: **1227 Eldorado Rd**

City: **Norfolk** State: **NE** Zip Code: **68701**

Corporation Phone Number: **402-371-1453** Fax Number _____

Total Number of Corporation Shares Issued: **NA**

Name of President/CEO

Name and information must be listed on following page

Last Name: **Klein** First Name: **Leland** MI: **C**

Home Address: _____ City: _____

State: _____ Zip Code: _____ Phone Number: _____

Signature of Present/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Klein First Name: Leland MI: C

[Redacted]

Title: President Number of Shares 0

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Schipporeit First Name: David MI: R

[Redacted]

Title: Vice-President Number of Shares 0

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

[Redacted]

Last Name: Fuchtman First Name: Susan MI: O

[Redacted]

Title: Secretary/Treasurer Number of Shares 0

Spouse Full Name (indicate N/A if single): Glen E. Fuchtman

[Redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES NO

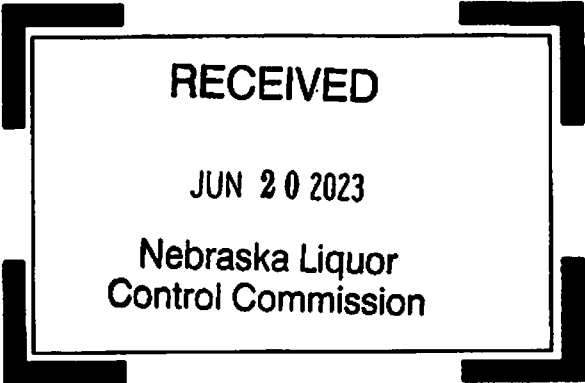
If yes, provide the Federal ID # 93-1818696

**MANAGER APPLICATION
FORM 103**

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Eldorado Hills Golf Club

PREMISES INFORMATION

Premises Trade Name/DBA: _____

Premises Street Address: 1227 Eldorado Rd

City: Norfolk County: Madison Zip Code: 68701

Premises Phone Number: 402-371-1453

Premises Email address: _____

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

MANAGER INFORMATION

Last Name: Fuchtmann First Name: Susan MI: 0

Home Address: _____

City: _____ County: _____ Zip Code: _____

Home Phone Number: _____



Email address: sue.fuchtmann@gmail.com

Are you married? (Yes, complete spouse's information (Even if a spouse's information has been submitted))

YES NO

Spouse's information

Spouses Last Name: Fuchtmann First Name: Glen MI: E



APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE LAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2016	City of Norfolk	City Council	402-844-2000
1982	2017	DayCo Services	No Supervisor, CEO	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

YES NO

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

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

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

YES NO

IF YES, list the name of the premise(s):

Oasis Lounge, Norfolk NE

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

Must be signed by applicant and spouse.



Signature of APPLICANT

Susan Fuchtmann

Printed Name of APPLICANT



Signature of SPOUSE

Glen Fuchtmann

Printed Name of SPOUSE



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

Don Miller
Chief of Police

dmiller@norfolkne.gov

To: Brianna Duerst
City Clerk

From: Don Miller
Chief of Police

RE: Liquor License background for Eldorado Golf Course

Date: July 11, 2023

Norfolk Police were asked to review a Liquor License application for an existing business called Eldorado Hills Golf Club and Restaurant, located at 1227 Eldorado Road in Norfolk, Madison County, NE. This business has a current liquor license and this application is for a change in management.

The new manager is listed as Susan Fuchtman, born in 1952. Her husband is Glen Fuchtman.

We checked the Norfolk Police department records for Susan Fuchtman and found she had seven traffic warnings from 2003 to 2010, was involved in a traffic accident in 2004 and received a traffic citation in 2013.

We then checked the Nebraska Criminal Justice Information System for Susan Fuchtman. We found a 2010 traffic warning in Dodge County and a 2013 traffic warning in Merrick County. No additional relevant information was present.

We checked the Norfolk Police Department records for Glen Fuchtman. We found that Glen had been arrested by Norfolk Police four times. An arrest in 1972 was for burglary. The other three in 1978, 1985 and 1986 were all for failure to appear.

Glen Fuchtman was also issued parking citations in 1993 and 1995. He received traffic warnings in 1999, 2008 and 2013, and was involved in a traffic accident in 2002.

We then checked the Nebraska Criminal Justice Information System for Glen Fuchtman. Glen had received two additional traffic warnings, one in Holt County in 2008 and one in Dixon County in 2009.

We reviewed the calls at the Eldorado Hills Golf Club location over the last two years. The only call that was directly related to the business was a trespassing incident where a female subject was bothering other customers and refused to leave the building.

Service ~ Honor ~ Commitment

Nothing further.

Service ~ Honor ~ Commitment

Public Hearing

The Mayor and City Council of the City of Norfolk, Nebraska will hold a public hearing on Monday, July 17, 2023 at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska, to consider the Class C (beer, wine, distilled sprits, on and off sale) liquor license application for Eldorado Hills Golf Club, 1227 Eldorado Road and the manager application of Susan Fuchtman.

All persons desiring to give evidence before the city council in support of or in protest against the issuance of said license may do so at the time set for the hearing either orally or if by written affidavit, the affidavit is filed with the city clerk at least three (3) business days prior to the date and time set for said hearing.

Brianna Duerst
City Clerk

Publish (July 7, 2023)
1 P.O.P.

Sec. 3-29. Procedure for handling liquor license applications.

(a) Upon receipt of notification by the Nebraska Liquor Control Commission that an application for a liquor license within the City of Norfolk has been applied for, the city clerk shall give notice of hearing as provided for in section 53-134 N.R.S. 1943, as amended, which shall fix the date, time and place of said hearing, and also which shall be sent to applicant by first-class mail along with a copy of this section. Said notice shall be published in a legal newspaper in or of general circulation in the city, one time not less than seven (7) nor more than fourteen (14) days before the time of the hearing. Said notice shall include, but not be limited to, a statement that all persons desiring to give evidence before the city council in support of or in protest against the issuance of said license may do so at the time set for the hearing either orally or if by written affidavit, the affidavit is filed with the city clerk at least three (3) business days prior to the date and time set for said hearing. Said hearing shall be conducted within forty-five (45) days after receipt of the notice from the Nebraska Liquor Control Commission.

(b) The applicant for a liquor license or his, her, their or its representative shall be required to attend the public hearing on the liquor license application. At the hearing on the application, the mayor, or in his or her absence the president of the city council, shall act as hearing officer. The hearing officer may limit testimony where it appears incompetent, irrelevant, immaterial or unduly repetitious.

(c) The hearing on the application shall be conducted informally. The intent of the hearing is to inquire into the factual basis for the application and qualifications of the applicant to meet the criteria set forth in section 3-28 of the Official City Code, not to be an adversary action. Two (2) or more proceedings which are legally or factually related may be heard and considered together unless any party thereto makes a sufficient showing to the mayor and city council that prejudice would result therefrom. The hearing may be reported by a certified court reporter, at the request of the city council or applicant, whose cost shall be borne by the applicant. If the hearing is reported by a certified court reporter, a copy of the transcript of the hearing shall be filed with the city clerk by the court reporter as soon as the same is transcribed, and if said hearing is conducted in conjunction with a regular city council meeting, said copy shall become part of the official minutes of said meeting. Each witness may present his or her testimony in narrative fashion or by question and answer, and shall state his or her name and address prior to commencing his or her testimony for the record. The mayor and city council shall not be bound by the strict rules of evidence in the conduct of the hearing and may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably prudent persons. The burden of proof and persuasion with regard to the application shall be on the applicant. The mayor or any member of the city council may question any witness, call witnesses or request information. For purposes of obtaining desired information, the hearing officer may authorize the city administrator, city attorney, and/or other agent to act on his or her behalf.

(d) The order of proceedings for the conduct of the hearing is as follows:

- (1) Exhibits, if possible, will be marked in advance of the hearing by the city clerk and presented to the hearing officer during the hearing.
- (2) Presentation of evidence, witnesses and argument by the applicant.
- (3) Testimony of any other citizens in favor of the application.
- (4) Questioning of applicant, witnesses or citizens by city attorney, city administrator, governing body, or duly appointed agent.
- (5) Questioning of the applicant, witnesses or citizens in favor of the application by anyone in opposition to the license, if any.
- (6) Presentation of evidence, witnesses and argument by citizens in opposition to the application, if any.
- (7) Presentation of evidence by the city and law enforcement personnel.
- (8) Questioning of citizens in opposition, city personnel or law enforcement personnel by the applicant.
- (9) Rebuttal evidence by applicant and opposition, if desired.
- (10) Summation by applicant and opposition, if desired.

(11) Close of hearing and consideration by mayor and city council.

(e) After the hearing, the mayor and city council shall cause to be spread at large in the minute record of its proceedings a resolution approving or denying the issuance of such license. Said approval or denial shall be made within forty-five (45) days of the city clerk's receiving a copy of the license application from the Nebraska Liquor Control Commission. If the mayor and city council denies the retail or bottle club license within said forty-five-day period, such denial shall be final and shall be subject to review as provided in Sections 25-1901 to 25-1908 N.R.S. 1943, as amended. The mayor and city council shall by resolution issue the final order of denial to the applicant or licensee in writing and deliver or mail a copy by first-class mail postage prepaid to the Nebraska Liquor Control Commission within ten (10) days of the date the application was denied. If the mayor and city council approve an application by resolution within said forty-five-day period, the mayor and city council shall within ten (10) days of the date the application was approved notify the Nebraska Liquor Control Commission by first-class mail postage prepaid or delivery of the resolution of the action taken.

(f) No license shall be denied by the mayor and city council except after a hearing with reasonable notice to the applicant and an opportunity to appear and present evidence. Any resolution denying or failing to renew an application or license rendered by the mayor and city council shall be in writing or stated in the record and shall be accompanied by findings. The findings shall consist of concise statements of the conclusions upon each contested issue. The applicant or licensee shall be notified of the decision in person or by mail. A copy of the decision and order and accompanying findings shall be delivered or mailed upon request to the applicant or licensee.

Source: Ord. No. 3399, §§ 2-6, 5-5-86; Ord. No. 3469, § 1, 4-20-87; Ord. No. 3513, § 1, 11-2-87; Ord. No. 3598, § 3, 11-7-88; Ord. No. 3654, §§ 5, 7, 6-19-89; Ord. No. 5038, § 1, 10-20-08; Ord. No. 5820, § 1, 2-6-23;

Subsequently, Ord. No. 3654, § 5, adopted June 19, 1989, renumbered § 3-28 as § 3-29, and § 7 of the same ordinance amended the same to read as herein set out.

RESOLUTION NO. 2023- 36

WHEREAS, an application was filed by Eldorado Hills Golf Club, dba Eldorado Hills Golf Club, 1227 Eldorado Road, for a Class “C” Liquor License and the manager application of Susan O. Fuchtman; and

WHEREAS, a public hearing notice was published in the Norfolk Daily News as required by state law on July 7, 2023; and

WHEREAS, a public hearing was held on July 17, 2023, for the purpose of discussing such liquor license application.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Norfolk that:

The City of Norfolk hereby recommends approval of the above-identified liquor license application and the manager application of Susan O. Fuchtman.

Passed and approved this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(S E A L)

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

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Norfolk
Municipal Extensions in Norfolk



THIS AGREEMENT, made and entered into by and between Norfolk hereinafter referred to as the "City"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2023.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's

Maintenance Agreement Between
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Municipal Extensions in Norfolk

responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Transportation right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be

Maintenance Agreement Between
the Nebraska Department of Transportation
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Municipal Extensions in Norfolk

covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Norfolk
Municipal Extensions in Norfolk

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

Maintenance Agreement Between
the Nebraska Department of Transportation
and the Municipality of Norfolk
Municipal Extensions in Norfolk

SECTION 16. This agreement shall terminate December 31, 2023, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this ____ day of _____, _____.

ATTEST:

CITY OF NORFOLK

City Clerk

Mayor

EXECUTED by the State this ____ day of _____, _____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

District Engineer

NEBRASKA

Good Life Great Journey

DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY Municipal extensions and connecting links (Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City & Village
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City & Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City & Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City & Village
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

City Maintenance Agreement

Attachment B

City of: Norfolk

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 53.48 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

53.48 lane miles x \$2,100.00 per lane mile = \$112,308.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
US-275 to 1082' NE of Vista Rd	35	0.00	1.34	2.11	4	8.44	8.44	0.00
75' SE of 13th St.(555 Ave) to 120' N of Eisenhower Ave.	81	153.64	158.98	5.36	4	21.44	21.44	0.00
1330' W of 49th St. to 660' W of 49th Street	275	71.55	71.67	0.12	4	0.48	0.48	0.00
462' W of 49th St. to N- 24/N-35	275	71.71	77.48	5.78	4	23.12	23.12	0.00
Total Lane Miles				13.37		53.48	53.48	0

CUSTOM ICE INC. ***Rink Design Build***

Norfolk, NE
Outdoor Ice Rink Contract



3375 North Service Road Unit C2
Burlington, Ontario, Canada L7N 3G2
P: (905) 632-8840 F: (905) 632-6723
www.customicerinks.com

CONTRACT

June 29th, 2023
7 Pages

Attn: Nathan Powell
City of Norfolk
309 N 5th Street
Norfolk, NE 68701

Email: npowell@norfolkne.gov

RE: Custom Ice Rink and Sports Pad

Custom Ice is pleased to offer the following contract for a 50' wide x 90' long refrigerated permanent concrete sports pad suitable for winter ice skating and summer sports activities or events for your community park in Norfolk, NE.

Custom Ice proposes to provide a fully operational refrigerated ice rink floor and refrigeration system to create a 48' x 86' permanent outdoor ice skating rink in a 50' x 90' concrete pad suitable for up to 4-5 months of outdoor ice under typical weather conditions of 8-10°C (45-50°F) or less. The rink configuration includes a new prefabricated ice rink floor piping system embedded in a permanent concrete slab and three (3) new RinkMate™ 10-ton, air cooled packaged refrigeration units and external pump skid.

Other optional accessories have also been included at the end of the contract.

Our contract includes the following Main Components:

1. Main Components:

A. Ice Rink Floor and Sports Pad: Custom Ice will supply and install:

- 12 prefabricated piping rolls each 4' wide x 86' long and consisting of 5/8" tubes spaced at 2.0" c/c.
- 4" supply and return polyethylene header pipes welded and encased in concrete.
- 2 layers of 1" rigid floor insulation with taped seams.
- One (1) 6 mil poly liner slip sheet.
- 2" high steel chairs spaced at 24" c/c to elevate the components in the floor.
- 2 layers of reinforcing steel, tied with 24" overlapped seams.
- Supply all concrete for rink floor including 5000 psi concrete, superplasticizer, air entrainment and premium aggregate (**BY OTHERS**).
- Form, place and finish concrete for rink floor including all labor, concrete pump and all required equipment (**BY OTHERS**).
- Provide minimum 28-day wet felt curing of concrete (**BY OTHERS**).

Custom Ice will supply all materials and labor for installation of components above unless otherwise noted. Customer or his contractor will also level the stone screenings noted below.

****Customer (or his contractor) shall be responsible for site excavation and compacting, if required, supply and placement of 4"-6" @ 3/4 stone and 3"-4" of stone screenings. Site and**

preparation details will be provided by Custom Ice Inc. upon receipt of signed contract and deposit.

****Customer or his contractor shall level the screenings to +/- 1/4" prior to Custom Ice installing components above.**

****Any landscaping, retaining wall, site access provision, trenching (for pipe, water and electrical) are by others.**

B. Ice Rink Refrigeration System: Custom Ice will supply and install:

- Three (3) new RinkMate™ refrigeration chiller units capable of approximately 30 tons of refrigeration using R404a at design conditions.
- This refrigeration capacity is suitable for up to 4-5 months of outdoor ice operation in typical weather conditions of up to 8-10°C (45-50° F).
- Refrigeration units will be controlled by an automatic ice temperature control system which will start and stop the chillers to maintain the desired ice temperature (ex. 23° F).
- Units shall be connected to ice rink piping using 4" PVC pipe to underground mains.
- Refrigeration units will be placed on a 15' x 21' (minimum), 4" concrete pad (PAD BY OTHERS).
- Units require 3' of clearance on all sides for service access and air flow.
- Refrigeration system includes two (2) glycol circulation pumps mounted to a steel frame, a glycol expansion tank, electrical control panel and all required valves, fittings, gauges and PVC connections with a complete charge of ethylene glycol.
- Refrigeration system requires three (3) 50-amp breakers for the chillers and one (1) 20-amp breaker for the pump, 460 vac, 3 ph, 60 hz.
- **Please Note:** Electrical service and connections to refrigeration unit are by others.

C. Main Piping: Custom Ice will supply and install:

- 4" HDPE DR11 main piping from the refrigeration unit to the ice rink floor.
- Refrigeration unit can be located up to 30' away with standard rink design.
- Piping will be insulated and buried underground.
- **Please Note:** Trenching, excavation and backfilling are by others. Backfilling will require min 8" deep 3/4" stone to cover pipes over their entire length.

D. Ice Making and Maintenance: Custom Ice will supply only:

- Complete Operations and Maintenance Manual
- Training for seasonal set up, chiller operation, rink maintenance and ice making (**full ice making is by others**).
- One (1) manual ice resurfacer 4' wide complete with flow control valve, towel bar and towel

Supply and Install Price as noted above.....\$ 214,100.00
(USD Funds, Freight is included, Applicable taxes are extra)

****Pricing is subject to change upon completion of a site review by Custom Ice engineering staff****

Please feel free to contact us if you have any questions at (905) 632-8840.

Sincerely,

Jake Miller
Custom Ice Inc.

INITIAL NP

OPTIONS: (USD Funds, Freight is included, Applicable taxes are extra)

1. **Custom Ice Rink Hockey Boards:** Custom Ice Inc. will supply and install a complete portable Custom Ice dasher board system to create a 48' X 86' X 16' radii ice hockey rink.

- Boards will be composed of :
 - 3" thick X 42" high aluminum frame.
 - 0.5" white rink board facing.
 - 0.5" colored cap rail.
 - 0.5" colored kick strip.
- The boards will be fastened together and securely anchored to the concrete pad.
- Includes 3 @ 36" access gates & 1 @ 8' machine gate.
- Includes 7' high netting installed on both ends and all four corners.
- Boards are suitable for seasonal takedown and storage or relocation.

Supply and Install Price.....\$ 60,750.00

ACCEPT NP DECLINE _____

2. **Custom Ice White Roll Court Coloring** – 5' wide, reusable perforated white vinyl material to keep ice looking white all season and blocks up to 75% of solar heat, extending your ice season. Installation is not included but training will be provided.

Price per square foot.....\$ 0.75/sqft

ACCEPT NP DECLINE _____

3. **Ice Scraper** - Heavy weight steel scraper with comfort handle and with 12" blade for quick and easy scraping of imperfections on your ice surface.

12" Blade Price.....\$ 375.00

ACCEPT NP DECLINE _____

4. **Practice Hockey Goal Frames** – Practice goal frame 28" deep with squared back and constructed of 2" steel pipe, red color and complete with pre-strung heavy duty white knotless netting and stainless steel breakaway posts.

Price Per Each Net.....\$ 999.00

ACCEPT NP QUANTITY 2 DECLINE _____

5. **Rubber Flooring** – Black rubber flooring to protect skate blades. Flooring can be cut to size on site for custom fit if necessary. Each mat is 4' x 6' x 1/2" thick.

Price per sheet.....\$ 95.00

ACCEPT NP QUANTITY 30 DECLINE _____

6. **Vinyl Line Kit** – Reusable vinyl mesh hockey line kit available in custom sizes for natural or refrigerated rinks. Installation is not included but training will be provided. Standard kit includes:

- 1 x 12" wide Red Center Line
- 2 x 2" wide Red Goal Lines
- 1 x 12" Blue Face Off Circles

Price per kit.....\$ 295.00

ACCEPT NP DECLINE _____

7. **Vinyl Goal Crease** – Reusable NHL regulation style blue vinyl mesh goal crease. Installation is not included but training will be provided.

Price per pair.....\$ 410.00

ACCEPT NP DECLINE _____

Please review the above contract together with the standard terms and conditions attached. If you wish to proceed, initial all pages, sign below and scan and email this back to your sales representative. By signing this contract, you agree to the terms and conditions attached. Upon receipt of deposit Custom Ice will begin the design process and commence production of rink materials.

Accepted by: _____ Date: _____

Custom Ice Acceptance: _____ Date: _____

1. EXCLUSIONS: (Items which may be required but not supplied by Custom Ice Inc.)

1. Building permit, electrical permit, any required licenses, inspections or fees
2. Union or prevailing wages if required
3. Electrical service and all wiring and connections to refrigeration units & pumps
4. Any traffic control, flagmen or permits for unloading trucks if required
5. Site layout & surveying for reference points
6. Excavation/compacting, supply and placement of ¾" Granular A stone to within 1" of level
7. Supply, placement & compacting limestone screenings/stone dust to within ¼" of level
8. Trenching and backfilling for power and pipe lines
9. Supply and installation of underground expansion joint assembly if required
10. Concrete forming, supply, place, finish & curing of the ice rink & chiller pads
11. Fencing or walls around the refrigeration equipment for security purposes
12. Supply and installation of any expansion joints to adjacent slabs/pavers
13. Water supply and hot water heating for ice making and resurfacing
14. Any retaining wall or landscaping
15. Any special work required for drainage design may be extra
16. Any specific work required for access to site
17. Any ice making & installing vinyl lines & creases (Training will be provided by Custom Ice)
18. Seasonal takedown, set up and/or storage of boards or other items
19. Regular ice maintenance; including flooding, resurfacing and removal of snow, ice and debris
20. Zamboni, Olympia or other ice resurfacer

2. SCHEDULE:

Upon receipt of contract and deposit, Custom Ice will commence equipment fabrication and establish tentative schedule for project installation. Final firm schedule will be provided upon confirmation that the site is ready for the scope of work as noted in this contract. All scheduling is subject to constraints imposed by Covid-19 including isolation requirements, border restrictions, material availability or other related delays.

3. TERMS AND CONDITIONS:

The balance of the terms of this Contract shall consist of the Custom Ice's Standard Terms and Conditions ("**Standard Terms**"), attached hereto as Schedule "A" and incorporated herein by reference. Please review the above proposal together with the Standard Terms & Conditions.

INITIAL _____

4. PAYMENT TERMS:

- 50% Deposit with signed contract
- 20% 1 week prior to shipping of rink floor materials
- 20% 1 week prior to shipping of chillers & pumps
- 10% Balance upon substantial completion prior to startup and training
- Dasher Boards are billed under similar payment schedule
- Other accessories are billed with invoice prior to shipment

5. ACCEPTANCE:

This offer, if not previously accepted in writing by you expires July 7th, 2023 unless extended in writing by Custom Ice at its sole option. Custom Ice may withdraw this offer without penalty at any time before execution by you. If this Contract is acceptable, please sign two copies, returning one to Custom Ice with your deposit and retaining one copy for your records.

INITIAL _____

SCHEDULE "A"
STANDARD TERMS & CONDITIONS

to the letter agreement (the "Contract") dated June 29th, 2023
between

Custom Ice Inc. ("**Custom Ice**") and City of Norfolk, NE (the "**Purchaser**")

Any defined terms not defined herein shall have the meaning ascribed thereto in the Contract.

1. PAYMENT.

The Purchaser must provide a non-refundable deposit of fifty percent (50%) of the total purchase price upon delivery to Custom Ice of a signed acceptance of the Contract. Twenty percent (20%) of the total purchase price is due one week prior to shipping of rink floor materials. Twenty percent (20%) of the total purchase price is due one week prior to shipping of rink chillers & pumps. The **balance** of the purchase price is due and payable **upon** substantial completion. Applicable taxes are payable on the purchase price. Payments may be made by cheque, money order, direct deposit or money transfer. Late payments are subject to a 1.5% per month late payment charge. Failure to meet payment terms automatically terminates all of the obligations, representations and warranties of Custom Ice under the Contract and constitutes a material default by the Purchaser. All past and future payment obligations of the Purchaser under the Contract shall, however, remain due and payable and Custom Ice's rights with respect to the full receipt thereof shall not in any way be affected. In addition, in the event a material default by the Purchaser hereunder, Custom Ice may, in its sole discretion, remove the Main Components and any of the Additional Equipment, such removal to be at the Purchaser's sole expense and by a contractor chosen by Custom Ice.

I have read and agree to the above payment terms and conditions. INITIAL HERE

2. WARRANTY.

All equipment in connection with the Rink is guaranteed for one full (1) year from the Completion Date and payment in full of the contract. Under this warranty, any item that is defective, under normal working conditions during this time period will be repaired or replaced, at Custom Ice's option. Following startup by Custom Ice or its agent, the Purchaser shall keep the Main Components and any of the Additional Equipment in good operating condition, including without limitation proper operation, applicable inspections and routine preventative maintenance. If start-up is not done by Custom Ice, an authorized start-up log must be returned to validate this warranty. In the absence of prior written consent of Custom Ice, the Purchaser shall not contract with a third party for repair or maintenance services. Operational problems with Main Components and/or the Additional Equipment must be handled through an agent authorized in writing by Custom Ice.

3. DELIVERY/FORCE MAJEURE.

The promised Date of Completion is the best estimate possible based on current circumstances. Custom Ice assumes no liability for loss, damage or consequential damage due to delays in delivery. Custom Ice is not liable for damage or delay in delivery arising from any of its acts which are not intentional or grossly negligent or which are caused by any event of force majeure. For the purposes hereof, an "event of force majeure" means any fortuitous event or irresistible force beyond Custom Ice's control including, without limitation, fire, earthquake, flood, inclement weather, epidemic, accident, explosion, casualty, strike or labor stoppage or threat thereof, lockout, riot, civil disturbance, act of a public enemy, embargo, war, act of God, or the death, illness, disability, material equipment malfunction, incapacity or unavailability of any material equipment and/or personnel of Custom Ice or any person subcontracted thereby.

4. NO LIABILITY.

Under no circumstances will Custom Ice be liable for any loss, damage, expense or consequential damages arising in connection with the installation and/or use of the Rink. The Purchaser hereby waives all other warranties, conditions or liabilities, expressed or implied arising by law or otherwise (including without limitation any obligation of Custom Ice with respect to consequential damages) and hereto or not occasioned by Custom Ice's negligence.

INITIAL _____

5. PROMOTION.

Custom Ice reserves the right to take and reproduce any pictures/video of rink projects for the purpose of certifying key component construction, proof of workmanship, completion sign offs and future service aids if required. Custom Ice also reserves the right to reproduce these pictures/video for brochures, portfolio prints and for the purpose of marketing. Privacy of our client's names will be totally respected unless permitted to do so.

6. SEVERABILITY.

If any term, covenant or condition (or any part thereof) of the Contract shall be held to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby, and each term, covenant and condition (or part thereof) shall be valid and effective to the fullest extent permitted by law.

7. HEADINGS.

All headings have been inserted for convenience of reference only and are not to be considered a part of this contract and shall in no way affect the construction or interpretation of any of the provisions of the contract.

8. DISPUTE RESOLUTION / ARBITRATION.

Any dispute, controversy, claim or counterclaim arising between parties, out of or in relation to or in connection with the contract, or the breach thereof and any disagreement about the meaning, interpretation, application performance, breach, termination, enforceability, or validity of this contract, and whether based on statute, tort, contract, common law or otherwise, which cannot otherwise be settled between the parties, shall be subject to and resolved by binding arbitration conducted under the auspices of the ADR institute of Ontario in effect as of the date the request for arbitration is filed and its rules (the "Rules"). Either of the parties may initiate such an arbitration pursuant to the Rules. The arbitration shall be held in Toronto, Ontario and such proceeding shall be conducted in the English language. The parties shall abide by any decision rendered in such arbitration and agree that any court having jurisdiction may enforce such a decision. The arbitration award shall also provide for payment by the losing party (i. e., the party or parties against whom an arbitration award is issued) of: (i) the fees and costs incurred in connection with the said arbitration, as well as the reasonable attorneys' fees and costs incurred by the prevailing party and (ii) shall further provide for the payment by the losing party of interest on said award at the interest rate of Prime (as established by the Bank of Canada) plus 1.5%. The arbitrator shall immediately upon conclusion of the arbitration proceedings, render and issue a written decision.

9. ENTIRE CONTRACT.

This Contract supersedes and cancels all prior negotiations and understandings between the parties, and contains all of the terms, conditions and agreements of the parties with respect to the transactions contemplated herein. No modification of this contract shall be valid or binding unless in writing and executed by both parties.

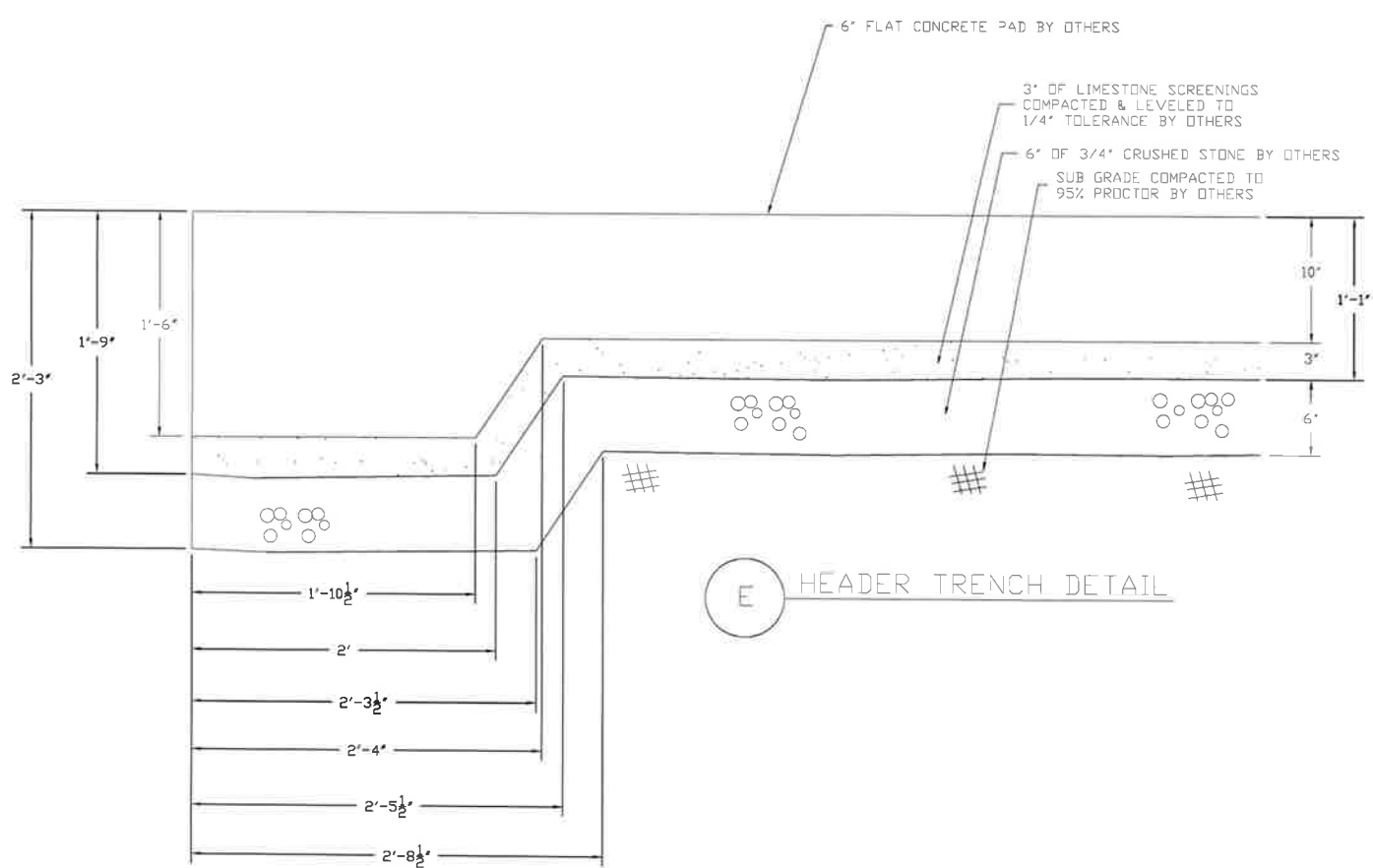
10. ENUREMENT/ASSIGNMENT.

The Contract shall be binding on the parties hereto and shall ensure to the benefit of their respective successors and permitted assigns. The Contract may be assigned by Custom Ice without the prior consent of the Purchaser, to an entity controlled by Custom Ice or an entity under common control with Custom Ice or to an entity which acquires all or substantially all of the assets, rights or business of Custom Ice or any of its affiliates. The Purchaser may not assign this contract without the prior written consent of Custom Ice.

11. COUNTERPARTS/FACSIMILE.

This Contract may be signed in counterparts and each such counterpart shall constitute an original document and each such counterpart, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Contract by facsimile shall be equally effective as delivery of a manually executed counterpart thereof. Any party delivering an executed counterpart by facsimile shall also deliver a manually executed counterpart of this Contract, but failure to do so shall not affect the validity, enforceability, or binding effect hereof.

INITIAL _____



No.	REVISIONS

CUSTOM ICE
Rink Design Build

PROJECT ADDRESS

TITLE
HEADER TRENCH DETAIL

PROJECT
NORTH GRENVILLE POOL HOUSE

CHECKED BY

DATE: OCT 12/22

SCALE

DRAWN BY

JOB

DWG: B2-1

SHEET
OF