

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, June 5, 2023
5:30 p.m.

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, June 5, 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 (May 31, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
June 05, 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 May 15, 2023 City Council meeting. **Motion**
8. May sales tax report (March sales) **Motion**
9. Consideration of approval of the Mayor's appointment of Brian Porn to the Library Advisory Board to serve the remainder of Nicole Molden's term, ending July 2027. **Motion**
10. Consideration of approval of an agreement with Riverpoint Agency, L.L.C., a Nebraska Limited Liability Company, allowing the use of Skyview Park for a customer appreciation event on Saturday, July 22, 2023. **Motion**
11. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields to hold an adult softball tournament on Saturday, June 17, 2023. **Motion**

12. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields to hold an adult softball tournament on Saturday, July 15, 2023. **Motion**
13. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing the use of Memorial Field in Veterans Memorial Park to hold football games, scrimmages, and practices from July 1, 2023 to June 30, 2024. **Motion**
14. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing soccer practice and games on Memorial Field at Veterans Memorial Park and allowing soccer practice only on the multi-purpose fields and green space in North Pine Park. **Motion**
15. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing the use of the cross country course in Skyview Park for practices and meets for the cross country season from July 1, 2023 to June 30, 2024. **Motion**
16. Consideration of approval of an agreement with Norfolk Motor Company, a Nebraska Corporation, dba Norfolk Auto Center, allowing the use of a portion of Skyview Park to hold a company picnic on Saturday, July 29, 2023. **Motion**
17. Consideration of approval of an agreement with Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation; and REPAR, LLC, a Nebraska Limited Liability Corporation, allowing the use of Ta-Ha-Zouka Park for a company picnic, which may include but not limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park on Saturday, June 17, 2023. **Motion**
18. Consideration of approval of an agreement with School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Memorial Field at Veterans Memorial Park for marching band practice, performances, band camps, and competition; baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park for baseball practice, games, and camps; Skyview Park for cross country practice, camps, and meets; Memorial Field in Veterans Memorial Park for football and soccer games, camps, scrimmages, and practices; Ta-Ha-Zouka Park for softball practice, games, camps, and an annual invitational tournament; and the tennis courts located at 4th Street and Elm Avenue and at Central Park for boys and girls tennis camps, practice, and competitions for the term beginning July 1, 2023 through June 30, 2024. **Motion**

19. Consideration of a Settlement Agreement and Release with Behavior Health Specialists, Inc., to execute the agreement between itself and the former Sanitary and Improvement District No. 3 of Madison County, Nebraska, which has been annexed by the City. **Motion**
20. Consideration of Resolution No. 2023-24 to place a stop sign on the southeast corner of the East Benjamin Avenue and Walters Drive intersection. **Resolution 2023-24**
21. Consideration of approval of a sanitary sewer project easement agreement between Nucor Corporation and the City of Norfolk for the Northeast Industrial Utility Extension project for \$22,375.00. **Motion**
22. Consideration of approval of easement Agreements between River Valley Properties, Inc. and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 701 West Michigan Avenue. **Motion**
23. Consideration of approval for Mayor to execute a Certificate of Substantial Completion to Perry Reid Construction, LLC for the Norfolk Transfer Station Site Improvements project. **Motion**
24. Consideration of approval of updates to the Norfolk Public Library's policies including the addition of a policy to govern the use of the MakerSpace. **Motion**
25. Consideration of Resolution No. 2023-25 approving the final plat of Sudbeck's Second Subdivision. **Resolution 2023-25**
26. Consideration of approval to ratify the purchase of a replacement heater at AquaVenture Waterpark in the amount of \$102,107.99, from Lincoln Aquatics. **Motion**
27. Consideration of approval to authorize the payment of \$205,000 to MacQueen Equipment of Lincoln, Nebraska for a replacement Regenerative Air Street Sweeper. **Motion**
28. Consideration of approval of all bills on file. **Motion**

PUBLIC HEARINGS AND RELATED ACTION

29. Public hearing to consider a Class IK (beer, wine, distilled spirits, on sale only) liquor license application for The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue, and the manager application of Jonathan Montalvo.
30. Consideration of approval of Resolution No. 2023-26 for the Class IK (beer, wine, distilled spirits, on sale only) liquor license application for The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue, and the manager application of Jonathan Montalvo. **Resolution 2023-26**

REGULAR AGENDA

31. Consideration of approval to purchase an Articulating Frontend Loader for \$138,802.07 from Bobcat of Omaha through State Of Nebraska Contract Award #15792, for use by the Street Division. **Motion**
32. Consideration of Ordinance No. 5834 amending Section 24-164 of the City Code to restrict parking on the west and south sides of Ferguson Drive from the intersection of East Bluff Avenue and Ferguson Drive going north and west around the curve 360 feet to where Ferguson Drive meets and transitions into East Pasewalk Avenue. Ordinance No. 5834 passed, as amended, on first reading at the May 15, 2023 City Council meeting. **Ordinance No. 5834**
33. Consideration of approval of an agreement with Norfolk Public Schools and Northeast Community College for team lockers and an annual maintenance fee. **Motion**
34. Consideration of approval of Change Order No. 1F with Elkhorn Paving Construction Co., Inc. for Paving District No. 520 (Walters' East Knolls 14th Addition) project resulting in a net increase of \$6,582.60. **Motion**
35. Consideration of Ordinance No. 5835 to amend City Code Section 24-272 to include additional streets upon which golf car vehicles can be operated; to amend City Code Section 24-373 to remove the requirement that golf cars be equipped with roll bars; and to amend City Code Section 24-377 to increase the minimum damage amount to report accidents to \$1,500 to match state statute. **Ordinance No. 5835**
36. Consideration of Ordinance No. 5836 amending Section 26-97 of the Code to adjust values that will apply in the formula used when determining the surcharge for each property discharging industrial wastes or other high strength wastewater. **Ordinance No. 5836**
37. Consideration of Resolution No. 2023-27 approving the Preliminary Planned Development on property generally located at the northwest corner of E. Norfolk Avenue and N. Victory Road at the request of Norfolk Rentals, LLC. **Resolution 2023-27**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
June 05, 2023

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

- | | |
|---|---------------|
| 7. Consideration of approval of the minutes of the May 15, 2023 City Council meeting.

See Enclosure 7. | Motion |
| 8. May sales tax report (March sales)

May sales tax receipts (March sales) are \$965,402.83. The City's sales tax receipts are up \$23,965.64 or 2.55% from last May. Motor vehicle sales tax was up \$17,390.50, while consumers use tax was down \$3,518.29. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$417,944.59 or 5.73% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 8. | Motion |

9. Consideration of approval of the Mayor's appointment of Brian Porn to the Library Advisory Board to serve the remainder of Nicole Molden's term, ending July 2027. **Motion**

Nicole Molden moved out of Norfolk and was not able to continue serving on the Board.

See Enclosure 9.

10. Consideration of approval of an agreement with Riverpoint Agency, L.L.C., a Nebraska Limited Liability Company, allowing the use of Skyview Park for a customer appreciation event on Saturday, July 22, 2023. **Motion**

See Enclosure 10.

11. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields to hold an adult softball tournament on Saturday, June 17, 2023. **Motion**

See Enclosure 11.

12. Consideration of approval of an agreement with The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, allowing the use of City's softball fields to hold an adult softball tournament on Saturday, July 15, 2023. **Motion**

See Enclosure 12.

13. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing the use of Memorial Field in Veterans Memorial Park to hold football games, scrimmages, and practices from July 1, 2023 to June 30, 2024. **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing soccer practice and games on Memorial Field at Veterans Memorial Park and allowing soccer practice only on the multi-purpose fields and green space in North Pine Park. **Motion**

See Enclosure 14.

15. Consideration of approval of an agreement with Sacred Heart Church of Norfolk (also known as Norfolk Catholic High School), a Nebraska Nonprofit Corporation, allowing the use of the cross country course in Skyview Park for practices and meets for the cross country season from July 1, 2023 to June 30, 2024. **Motion**

See Enclosure 15.

16. Consideration of approval of an agreement with Norfolk Motor Company, a Nebraska Corporation, dba Norfolk Auto Center, allowing the use of a portion of Skyview Park to hold a company picnic on Saturday, July 29, 2023. **Motion**

See Enclosure 16.

17. Consideration of approval of an agreement with Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation; and REPAR, LLC, a Nebraska Limited Liability Corporation, allowing the use of Ta-Ha-Zouka Park for a company picnic, which may include but not limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park on Saturday, June 17, 2023. **Motion**

See Enclosure 17.

18. Consideration of approval of an agreement with School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, allowing the use of Memorial Field at Veterans Memorial Park for marching band practice, performances, band camps, and competition; baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park for baseball practice, games, and camps; Skyview Park for cross country practice, camps, and meets; Memorial Field in Veterans Memorial Park for football and soccer games, camps, scrimmages, and practices; Ta-Ha-Zouka Park for softball practice, games, camps, and an annual invitational tournament; and the tennis courts located at 4th Street and Elm Avenue and at Central Park for boys and girls tennis camps, practice, and competitions for the term beginning July 1, 2023 through June 30, 2024. **Motion**

See Enclosure 18.

19. Consideration of a Settlement Agreement and Release with Behavior Health Specialists, Inc., to execute the agreement between itself and the former Sanitary and Improvement District No. 3 of Madison County, Nebraska, which has been annexed by the City. **Motion**

The Settlement Agreement and Release constitutes a full and final settlement of the litigation filed in the District Court of Madison County, Nebraska by Behavioral Health Specialists, Inc., at Case No. CI 21-201, resulting in a City obligation of \$18,750. The Settlement Agreement and Release has been executed and approved by all other parties, pending final approval and execution by the City.

See Enclosure 19.

20. Consideration of Resolution No. 2023-24 to place a stop sign on the southeast corner of the East Benjamin Avenue and Walters Drive intersection. **Resolution 2023-24**

The Walters' development area is putting in a new road that will exit onto East Benjamin Avenue. With East Benjamin Avenue being a major arterial roadway, we are proposing a stop sign on Walters Drive to stop northbound traffic before it enters onto E. Benjamin Avenue.

See Enclosure 20.

21. Consideration of approval of a sanitary sewer project easement agreement between Nucor Corporation and the City of Norfolk for the Northeast Industrial Utility Extension project for \$22,375.00. **Motion**

This is a permanent and temporary easement for the construction and maintenance of the sanitary sewer main on a tract of land located in the Northwest Quarter of Section 12, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Costs are 100% reimbursed by Norfolk Crush per the utility extension agreement. Staff recommends acceptance.

See Enclosure 21.

22. Consideration of approval of easement Agreements between River Valley Properties, Inc. and the City of Norfolk for the Michigan Avenue and 8th Street Reconstruction project for property located along 701 West Michigan Avenue. **Motion**

The temporary construction easement on property along 701 West Michigan Avenue allows for working space for the project. The two permanent easements on along 701 West Michigan Avenue are for sidewalk construction and grading, utility installation and appurtenances in relation to the Michigan Avenue and 8th Street Reconstruction project. Staff recommend acceptance.

See Enclosure 22.

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

The certificate states that the City of Norfolk will accept the work as substantially complete and will assume possession at 5:00 p.m. on Wednesday, May 31, 2023 of the Norfolk Transfer Station Site Improvements project. Staff recommend approval.

See Enclosure 23.

24. Consideration of approval of updates to the Norfolk Public Library's policies including the addition of a policy to govern the use of the MakerSpace. **Motion**

The City Council last reviewed and approved the library's policies in March 2020. The updates are for the following policies:

- Library Card Policy – to allow registration for a Digital Access Only card without a photo ID so that an online form can be used for patrons who only need access to digital materials that cannot be lost or stolen.
- Circulation Policy – to unify the process of sending overdue notices, to add set fees for Board Game damage, to clarify language about damaged items, to allow for on-shelf items to be placed on hold, and to update how patrons can use the Interlibrary Loan service.
- Request for Reconsideration of Library Materials – to clarify the process for patrons to request the library reconsider the provision or exclusion of resources and to update the heading from “materials” to “resources.”
- Meeting Room Policy – to add language regarding equitable access to the spaces and to clarify definitions of political or business usage.
- Public Computer and Internet Use Policy – to update the time allowances to align with current practices, to remove Guest Pass access for adults, and to add required language regarding hotspot lending due to receipt of federal funding.
- Library Closings Policy – to add Martin Luther King, Jr. day.
- MakerSpace Policy – to add this new policy to guide and govern patron use of the technology equipment in that space.

These updates were all reviewed and approved by the Citizens Library Advisory Board on May 8, 2023.

See Enclosure 24.

25. Consideration of Resolution No. 2023-25 approving the final plat of Sudbeck's Second Subdivision. **Resolution 2023-25**

See Enclosure 25.

26. Consideration of approval to ratify the purchase of a replacement heater at AquaVenture Waterpark in the amount of \$102,107.99, from Lincoln Aquatics. **Motion**

This is a request to ratify the purchase for a replacement heater at AquaVenture in the amount of \$102,107.99. The recreation pool heater firewall crumbled causing it to burn through wiring for the controls. It was determined that the heater was beyond repair and beyond its expected lifespan. The heater lifespan was expected to last 10 years and we have had the heater for its 12th season now. We are currently running the second heater for both pools. This is causing us to use a 12-year-old heater beyond what it was designed for. For this reason, we determined the need for an emergency heater purchase. We found a replacement heater system that will combine two, 2 million btu heaters with higher efficiency to replace the damaged 4 million btu heater. This was our only option and best option to have a heater onsite within the first week of opening AquaVenture. The cost of installation will be an additional cost and staff is currently in the process of getting 3 bids to be approved at a later date. We will be using the CIP funds from the dump bucket replacement in the amount of \$70,000, and the remaining funds will come from ARPA funds using the Master Plan savings.

See Enclosure 26.

27. Consideration of approval to authorize the payment of \$205,000 to MacQueen Equipment of Lincoln, Nebraska for a replacement Regenerative Air Street Sweeper. **Motion**

On February 7, 2022, Council approved the purchase of the sweeper for \$196,620 off of State Contract #190619. The item was originally budgeted for \$205,000. When the invoice came in, there were 3 separate non-contract surcharges that came during three different time frames of the build process, which totaled \$11,100, pushing the item over budget by \$1,970. After communications with Macqueen Equipment, they will internally charge the \$1,970 overage to make the final purchase price of \$205,000.

See Enclosure 27.

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

PUBLIC HEARINGS AND RELATED ACTION

29. Public hearing to consider a Class IK (beer, wine, distilled spirits, on sale only) liquor license application for The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue, and the manager application of Jonathan Montalvo.

The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue has submitted an application for a Class IK Liquor License. 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 of Resolution No. 2023-26 for the Class IK (beer, wine, distilled spirits, on sale only) liquor license application for The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue, and the manager application of Jonathan Montalvo. **Resolution 2023-26**

See Enclosure 30.

REGULAR AGENDA

31. Consideration of approval to purchase an Articulating Frontend Loader for \$138,802.07 from Bobcat of Omaha through State Of Nebraska Contract Award #15792, for use by the Street Division. **Motion**

This is a budgeted expense for the current fiscal year and will be replacing an existing Frontend Loader. There is \$170,000.00 budgeted and this is designated as a third quarter purchase.

See Enclosure 31.

32. Consideration of Ordinance No. 5834 amending Section 24-164 of the City Code to restrict parking on the west and south sides of Ferguson Drive from the intersection of East Bluff Avenue and Ferguson Drive going north and west around the curve 360 feet to where Ferguson Drive meets and transitions into East Pasewalk Avenue. Ordinance No. 5834 passed, as amended, on first reading at the May 15, 2023 City Council meeting. **Ordinance No. 5834**

At the May 15, 2023 City Council meeting, a motion was made to suspend the rules and pass Ordinance No. 5834, as amended, on second and third readings. Following the meeting, in discussion with the City Attorney, who was not present at the May 15, 2023 meeting, it was determined that per City Code Section 2-22, an amended ordinance shall be referred to the city attorney for approval as to form as amended before coming back to the Council for approval.

Norfolk City Councilmen have received complaints relating to traffic and parking concerns at the curve of Ferguson Drive where it transitions into East Pasewalk Avenue. The concern is that it is difficult to see approaching vehicles and unsafe for approaching motorists with vehicles parking on both sides of the curve. The location in question is on a main street through the neighborhood. The curve was monitored by Norfolk Police staff. There is a significant vision obstruction and it is difficult for vehicles to pass when vehicles are parked on both sides of the curve. This is a legitimate concern so Norfolk Police staff are recommending restricted parking on the inside edge of the curve. This will eliminate the bottleneck and improve visibility so vehicles approaching from either direction can see each other.

All of the residences in the area were contacted, and all but one were in favor of the no parking zone. The one that was not in favor of the no parking area indicated they have a significant number of vehicles in their household and use that area to park.

See Enclosure 32.

33. Consideration of approval of an agreement with Norfolk Public Schools and Northeast Community College for team lockers and an annual maintenance fee. **Motion**

Attached is an agreement with Norfolk Public Schools and Northeast Community College for team lockers and an annual maintenance fee. We have been in discussions for over a year to help bring much needed improvements for fast pitch softball in Norfolk. Included in the agreement is up to \$400,000 from NPS, NECC and the City, each contributing 1/3 towards new team lockers at the Ta Ha Softball Complex. In addition, the schools will contribute 50% of the operating costs towards their portion of their usage. This amounts to \$50,005 for NPS and \$47,994 for NECC, annually. In addition to the team lockers, the school's portion will provide ADA sidewalks throughout, and repurpose the old restrooms into one family restroom and one umpire changing room.

In discussions with representatives from Mahlon (Jack) B. Kohler, they are supportive of using their contribution towards youth sports to help fund the city's portion of the project in addition to other improvements at the softball complex. These improvements include the team lockers, ADA sidewalk, repurposing the old restrooms, press box improvements, landscaping and irrigation, backstop replacement and fencing for a dedicated fastpitch field on field #2. At the completion of the project, the newly upgraded facility will be renamed as the Kohler Softball Complex.

The total expected cost of the project is \$1,624,860 with 10% contingency built in. The total amount of the school's contribution and the Kohler donation is \$1,498,000. The remaining dollars will come from the Ta Ha restroom project in the amount of \$135,000, bringing total available funds for the project in the amount of \$1,633,000.

The expected team locker design will include lockers for the home and away team and one set of restrooms. If budgets allow, the locker rooms will have retractable walls to allow us to open the room into a two-lane batting cage in the winter along with a second umpire changing room and a second family restroom. The entire facility will be available year-round. Any remaining funds at the completion of the project will go towards a new playground and/or shade structures.

See Enclosure 33.

34. Consideration of approval of Change Order No. 1F with Elkhorn Paving Construction Co., Inc. for Paving District No. 520 (Walters' East Knolls 14th Addition) project resulting in a net increase of \$6,582.60. **Motion**

On February 21, 2023 Mayor and City Council approved a \$249,267.35 contract with Elkhorn Paving Construction Co., Inc. for Paving District No. 520 project. Change Order No. 1F provides for extra crushed concrete foundation, flared end sections on culvert, and rebar mat to protect the storm drain resulting in a final contract amount of \$255,849.95. Costs are assessed as part of the paving district. Staff recommend approval of Change Order No. 1F with Elkhorn Paving Construction Co., Inc. for a net increase of \$6,582.60.

See Enclosure 34.

35. Consideration of Ordinance No. 5835 to amend City Code Section 24-272 to include additional streets upon which golf car vehicles can be operated; to amend City Code Section 24-373 to remove the requirement that golf cars be equipped with roll bars; and to amend City Code Section 24-377 to increase the minimum damage amount to report accidents to \$1,500 to match state statute. **Ordinance No. 5835**

At the March 20, 2023 council meeting the ordinances to register and operate golf car vehicles passed third reading. The ordinance was written based on research and information received from other jurisdictions. After issuing the ordinance, we quickly recognized three items that should be edited:

1. While the intent is to keep the golf car vehicles in neighborhoods, the 25 mph restriction eliminated a significant residential neighborhood with one way streets that are 30 mph. Raising the overall limit to 30 is problematic since it would bring in additional streets that should not have golf car vehicles. To resolve this, we are proposing adding only the one way streets of 3rd, 4th, 5th and 6th Streets from Omaha Avenue to Madison Avenue.

2. While the idea of requiring roll bars on golf car vehicles seemed good, we determined the requirement would eliminate a significant number of brands and styles of golf car vehicles and would be too restrictive.

3. The state statute requirement for motor vehicle accident reporting has been raised to \$1,500 so we are proposing city ordinance match state statute.

See Enclosure 35.

36. Consideration of Ordinance No. 5836 amending Section 26-97 of the Code to adjust values that will apply in the formula used when determining the surcharge for each property discharging industrial wastes or other high strength wastewater. **Ordinance No. 5836**

When the Fee Schedule was updated by Ordinance No. 5805 on October 3, 2022, changes were made to the values that apply in a formula contained in Section 26-97 of the Code which is used to determine the surcharge for each property discharging industrial wastes or other high strength wastewater. Since the values contained in Section 26-97 do not currently reflect the changes that were made to the Fee Schedule on October 3, 2022, this Ordinance amends Section 26-97 as a housecleaning measure for consistency in the Code.

See Enclosure 36.

37. Consideration of Resolution No. 2023-27 approving the Preliminary Planned Development on property generally located at the northwest corner of E. Norfolk Avenue and N. Victory Road at the request of Norfolk Rentals, LLC. **Resolution 2023-27**

This Preliminary Planned Development (PD) is for 3, 8-plex apartment buildings. They are 1 bedroom apartments to assist with adding new affordable housing stock to the community. The PD is requesting the allowance of multiple buildings on 1 lot, a 5' setback relief for the SE corner of one of the structures, and 625 SF dwelling unit instead of the min. 650 SF per code.

The comprehensive plan future land use map has this NW corner of Norfolk Ave & Victory Rd/ Hwy 35 as commercial. The multi-family residential use is less intense than what the comp plan calls for. The residential use is more compatible with the existing residential in the area than a commercial with less buffering and screening required. There is still a buffering/screening

requirement for the central area of the proposed plan to screen the traffic circulation portion on the west side from the existing single family residential. The screening may be either by landscaping or fence per code.

If this Preliminary PD passes, then the zoning change request to R-3 (public hearing) will come at the same time as the Final PD (public hearing) to the city council. Both the zoning change and the Final PD will go before the planning commission prior to the city council, as required by state statute.

See Enclosure 37.

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 15th day of May, 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, City Planner Val Grimes, Parks and Recreation Director Nathan Powell, Project Engineer Pat Boyle, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Police Chief Don Miller and several Police Department personnel.

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 Murren to approve the consent agenda with agenda Items #13 through #18 moved to the regular agenda, after Item #30. Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None.

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

Consent Agenda Items Approved

Minutes of the May 1, 2023, City Council meeting

Keno comparison report for April 2023

Big Bang Boom, Inc., a Nebraska Nonprofit Corporation, and J & M Displays, Inc., an Iowa Corporation, agreement allowing the use of Skyview Park and Ta-Ha-Zouka Park to be used for the purpose of conducting various activities for a 4th of July celebration, including but not limited to a fireworks display, from Tuesday, June 27, 2023 to Tuesday, July 4, 2023

Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, agreement allowing the baseball field in Veterans Memorial Park to hold a Class A Junior Area baseball tournament Friday, July 14, 2023 through Tuesday, July 18, 2023

Resolution No. 2023-20 approving the final plat for Big Red Keno Subdivision.

Resolution No. 2023-21 appointing Corey Granquist as the City's representative and Justin Snorton as the alternate representative to the Northeast Nebraska Solid Waste Coalition Board

Memorandum of Understanding between the City of Norfolk, Nebraska, a Municipal Corporation, and Mobile Home Court MHC LLC, a Delaware Limited Liability Company, for a zoning compliance letter from the City's zoning official in order to obtain a Nebraska State Trailer Dealer's license allowing Mobile Home Court MHC, LLC to buy mobile home trailers at wholesale cost

Ratify an Addendum Agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, amending the agreement dated April 4, 2023, to allow a Cinco de Mayo celebration be held in Riverpoint Square on May 12, 2023

Bills in the amount of \$1,918,887.42

Special Presentation

The Mayor proclaimed May 15, 2023 as "Law Enforcement Memorial Day" and May 14-May 20, 2023 as "National Police Week".

Public Hearings and Related Items

Public Hearing

(Sherbeck zone change, 2005 Crown Road)

A public hearing was held to consider a zone change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road at the request of Brooke N. Sherbeck. City Planner Valerie Grimes provided information to the Mayor and City Council. The property is in Stanton County at the edge of the city's

extraterritorial zoning jurisdiction. Grimes explained there are two small R-R lots surrounded by A zoning. The requested change will clean up the zoning and make the entire area one zoning district.

On May 2, 2023, the Norfolk Planning Commission held a public hearing regarding the Sherbeck zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No 5833
(Sherbeck zone change, 2005 Crown Road)

Councilmember Arens introduced, seconded by Councilmember Granquist, Ordinance No. 5833 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5833 passed on first reading.

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

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

Thereafter Councilmember Arens moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5833 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance, and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5833 as required by law.

Resolution No. 2023-22
(Sherbeck Subdivision final plat)

Councilmember Granquist moved, seconded by Councilmember Clausen, for adoption of Resolution No. 2023-22 approving the final plat of Sherbeck Subdivision.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Resolution No. 2023-22 was adopted.

Public Hearings and Related Items

Public Hearings
(Phillip Avenue Apartments Redevelopment Plan)

A public hearing was held to consider the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project. Finance Officer Randy Gates provided information to the Mayor and City Council.

On January 17, Phillip Avenue Apartments, LLC submitted a TIF application for property located at the NE corner of Phillip Avenue and 5th Street. On February 21, the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project. On April 3 the Community Development Agency accepted the Redevelopment Plan and forwarded it to the Planning Commission for recommendation. The Planning Commission held a hearing on this redevelopment plan at their April 18 meeting, and recommended approval of the plan on a 7-0 vote. On May 1, the Agency voted unanimously to recommend approval of the Redevelopment Plan to the City Council.

The project site is approximately .8 of an acre with both paved and non-paved surfaces and a vacant building. The Redevelopment Project will consist of demolishing the building and removal of the surfaces to build a 30-unit apartment complex on the property with green space. It is anticipated that this project will provide housing for Wayne State students participating in the Growing Together Initiative.

The Redeveloper has purchased property and will incur additional TIF eligible costs such as site preparation in removing concrete and the building, dirt work, extension of utilities along with engineering and legal fees. TIF-eligible costs are expected to be over \$500,000. Total project cost is expected to be more than \$5 million. The comprehensive plan designates this area for mixed use which encompasses a wide variety of uses, including apartment buildings. The comprehensive plan indicated the best example of a mixed-use development in Norfolk is downtown. This project is in the downtown area as designated in the comprehensive plan. This project is in conformance with the comp plan and will assist in carrying out the objectives of the comprehensive plan. The project site is appropriately zoned R-3 for multifamily residential.

The Redeveloper is requesting TIF of \$445,000. The project is not economically feasible without TIF. Without TIF, the average return on investment over the first ten years is 0.55%. With TIF, the average return on investment over the first ten years is 5.86%

Jim McKensie, 1412 Longhorn Drive, expressed concern with so many apartment developments requesting TIF and noted that it seems as though every request for TIF is approved. McKenzie urged elected officials to develop a policy to better control the use of TIF in the city.

Kelby Herman, 1000 Darrus Drive, developer, said he is currently building a 64-unit apartment complex in Norfolk that he is not utilizing TIF for. TIF was not needed for that project due to the lower land cost. Land costs increase for property downtown, which is why TIF is needed for this project.

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

Resolution No. 2023-23
(Phillip Avenue Apartments Redevelopment Plan)

Councilmember Granquist moved, seconded by Councilmember Snorton, for adoption of Resolution No. 2023-23 approving the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Resolution No. 2023-23 was adopted.

Regular Agenda Items

Knife River Midwest, LLC contract
(Asphalt Overlays 2023-1 project)

Councilmember Snorton moved, seconded by Councilmember Hildebrand, to approve awarding a contract to Knife River Midwest, LLC of Sioux City, IA for the Asphalt Overlays 2023-1 project for an amount of \$1,942,930.75.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. The Asphalt Overlays 2023-1 project includes North Victory Road from Benjamin Avenue north approximately 2678', East Monroe Avenue from 4th Street east approximately 4100', Vehicle Parking District Parking Lots, Madison Avenue from 1st Street to 7th Street, Norfolk Avenue from 7th Street to 9th Street, 5th Street center lane, Blaine Street by Hy-Vee East, and E. Benjamin Avenue at Flood Control. On April 18, 2023, two bids were received. The other bidder was Grimes Asphalt & Paving of Des Moines, IA for an amount of \$2,154,195.85. The low bid was within 6.4% of the Engineer's estimate. Project is anticipated to begin in June and be completed by the end of August.

Jim McKenzie, 1412 Longhorn Drive, asked about the Vehicle Parking District parking lot portion of the project and said that traditionally, the VPD has paid for the maintenance of the lots. Having the taxpayers pay for the maintenance of the VPD lots is a detriment to the rest of our streets as parking lots are being prioritized over other streets in town.

Public Works Director Steven Rames said the VPD is part of the city. Historically, the maintenance that needed to occur, didn't. We are now trying to restore the lots to ensure safe parking for the community.

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

Reject Johnson's Park Improvement Project bid

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval of rejecting the bid received for the 2023 Johnson's Park Improvement Project.

Public Works Director Steven Rames provided information to the Mayor and City Council. The 2023 Johnson's Park Improvement project includes site clearing, grading (borrow needed), storm sewer, on-street parking, trail paving, water feature, ice rink, pedestrian bridge, lighting, park features and seeding and erosion control. Rames said the second portion of the Johnson Park Improvement Project went out for bid earlier this spring, which included several phases. Rames said while there were nine prime bidders listed, there was only one bidder on the project, which came in substantially over the engineer's estimate. The Engineer and staff are working to break out the project into several smaller bid packages and re-bid the project, along with structuring a change order to the contractor working on the adjacent project.

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

United Contractors, Inc., Changer Order No. 4
(1st Street Bridge and Instream Improvements project)

Councilmember Arens moved, seconded by Councilmember Hildebrand, for approval of Change Order No. 4 with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project resulting in a net increase of \$1,570,905.85.

Public Works Director Steven Rames provided information to the Mayor and City Council. Change Order No. 4 provides for Johnson's Park removals, grading, drainage, paving and trails (including the pedestrian bridge) resulting in a net increase of \$1,570,905.85. The pedestrian bridge will be delivered the first part of October. Rames reviewed the grading and drainage portions of the project and explained this work preps the site for the other bid packages to come later. Compared to the lone bid received, looking to save roughly \$1,000,000 on the project. The project is still slightly over budget due to the bridge.

Kim Davis, 310 Oak Street, asked for clarification on the bridge project. Rames explained the bridge referenced in this portion of the project is the pedestrian bridge east of 1st Street, not the 1st Street Bridge.

Jim McKenzie, 1412 Longhorn Drive, asked if some of the work planned now is dependent on the other components of the project that are not yet moving forward and asked if there is any risk

that this work will need to be changed in the future due to budgetary concerns. Rames said we don't see any risk with moving this change order forward as it consists of mostly dirt work, drainage, and the bridge.

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

Johnson Park Improvement – Bid Package 1
(advertise for bids, Sports Court and Water Feature)

Councilmember Granquist moved, seconded by Councilmember Snorton, approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 1 – Sports Court and Water Feature.

Councilmember Arens asked if splitting the bid packages will delay the process or completion of the park. Assistant City Engineer Anna Allen said some aspects will be pushed back but that doesn't necessarily slow down the overall project.

City Construction Engineer Pat Boyle discussed the timeline for the instream portion of the project. Boyle said the drop structures need to be tested before any use. Two structures have not yet been tested due to the box culvert on Benjamin Avenue. Once the walls are poured for that project, can open the flood gates to test the drop structures. There is also a 60-day settlement period for the fill. While we could run water through later this summer, the area will still be a construction zone and Boyle would prefer to wait until everything is done.

Jim McKenzie, 1412 Longhorn Drive asked that, in the future, the engineer's estimate be included in the agenda so the public can better understand the project and the process.

Terry Rasmussen, 126 N 27th St, commended staff's work on the project and watching the budget.

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

Johnson Park Improvement – Bid Package 2
(advertise for bids, Upper Park Improvements)

Councilmember Granquist moved, seconded by Councilmember Hildbrand, for approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 2 – Upper Park Improvements.

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

Johnson Park Improvement – Bid Package 3
(advertise for bids, Park Structures)

Councilmember Snorton moved, seconded by Councilmember Murren, for approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 3 – Park Structures.

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

Johnson Park Improvement – Bid Package 4
(advertise for bids, Park and Trail Lighting and Electrical)

Councilmember McCarthy moved, seconded by Councilmember Snorton, for approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 4 – Park and Trail Lighting and Electrical.

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

Johnson Park Improvement – Bid Package 5
(advertise for bids, Irrigation and Landscaping)

Councilmember Snorton moved, seconded by Councilmember Granquist, for approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 5 – Irrigation and Landscaping.

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

Ta-Ha-Zouka Park – Team Lockers
(advertise for request for qualifications)

Councilmember Webb moved, seconded by Councilmember Hildebrand, for approval to advertise for Request for Qualifications from Design Build and Construction Manager at Risk firms to submit a letter of interest to design and install team lockers at Ta-Ha-Zouka Park.

Parks and Recreation Director Nathan Powell provided information to elected officials. Staff is currently working on an agreement with Norfolk Public Schools and Northeast Community College, both of which will be donating up to \$400,000 for the team lockers. The design will include a set of lockers for home and away teams, both men's and women's restrooms, ADA parking and sidewalk access. If budget allows, the locker rooms will have retractable walls that will open the room into a two-lane batting cage, a second umpire changing room, and a second family restroom. The entire facility will be available year-round. City has \$698,000 available from the Jack Koehler donation, which will be utilized for this project. The estimated cost of these items is just under \$1.4 million.

Jim McKenzie, 1412 Longhorn Drive, congratulated the city for working with other entities to get this project done.

Bill Robinson, 2805 Westview Drive, expressed his appreciation of the city working with Norfolk Public Schools and Northeast Community College on the project.

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

Ordinance No. 5834
(parking restrictions)

Councilmember Granquist introduced, seconded by Councilmember Murren, Ordinance No. 5834 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING IN THE FOLLOWING AREAS: A. THE WEST AND SOUTH SIDES OF FERGUSON DRIVE FROM BLUFF AVENUE NORTH AND WEST AROUND THE CURVE 360 FEET TO WHERE FERGUSON DRIVE MEETS AND TRANSITIONS INTO PASEWALK AVENUE; and B. THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 153 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading.

Police Chief Don Miller provided information to elected officials. Regarding Ferguson Drive - complaints have been received relating to traffic and parking concerns at the curve of Ferguson Drive where it transitions into East Pasewalk Avenue. The concern is that it is difficult to see approaching vehicles and unsafe for approaching motorists with vehicles parking on both sides of the curve. The curve was monitored by Norfolk Police staff and a significant vision obstruction was observed. This is a legitimate concern, so Norfolk Police staff are recommending restricted parking on the inside edge of the curve. This will eliminate the bottleneck and improve visibility so vehicles approaching from either direction can see each other.

Regarding Madison Avenue – a business is being developed on the northwest corner of 3rd and Madison Avenue. The business will have a drive thru window on the south side of the building as shown in the enclosure. The no parking zone on Madison Avenue has been requested to allow cars in the drive thru to have a place to wait in line without interfering with normal roadway traffic.

Councilmembers expressed concern with the development on Madison Avenue and questioned if that portion should be considered at this time as there is no construction activity as of yet.

Councilmember Hildebrand moved, seconded by Councilmember Murren to amend Ordinance No. 5834 to include the language “*pending site plan and further completion date*” to Section B.

City Administrator Andy Colvin said it would be simpler and cleaner to just remove Section B from this ordinance and bring that back at another time.

Councilmember Hildebrand withdrew his motion to amend the ordinance to add the above language.

Councilmember Hildebrand moved, seconded by Councilmember Granquist, to amend Ordinance No. 5834 by removing Section B from the ordinance.

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

Councilmember Granquist moved, seconded by Councilmember Arens, to approve Ordinance No. 5834 as amended.

Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5834 passed on first reading.

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

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

Thereafter Councilmember Granquist moved, seconded by Councilmember McCarthy, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Mayor then stated the question "Shall Ordinance No. 5834 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Mayor then instructed the City Clerk to publish said Ordinance No. 5834 as required by law.

**following conclusion of the May 15, 2023 City Council meeting, it was determined that per City Code Section 2-22, an amended ordinance shall be referred to the city attorney for approval as to form as amended before coming back to the Council for approval. Ordinance No. 5834, in its amended form, will come before the Council for the second reading at the next regularly scheduled meeting.*

GeoComm agreement
(detailed address point layer)

Councilmember Hildebrand moved, seconded by Councilmember Snorton, for approval of entering into an agreement with GeoComm to provide a detailed address point layer for every location in Madison and Stanton Counties as required by the Public Services Commission new standards.

Police Chief Don Miller provided information to the Mayor and City Council. GeoComm is the GIS map provider for our dispatch center and has been for many years. Our in-house staff who works with maps will submit his data to GeoComm to be included as part of the GeoComm mapping software. GeoComm is one of 2 possible vendors and GeoComm serve 82 of the 93 Nebraska Counties. The other vendor, Gworks, has been slowly getting out of the 911 business to focus on other businesses.

As part of the Next Generation 911 system the State of Nebraska is moving to, we need to develop our GIS mapping software to current standards set by the Public Service Commission. This includes getting a GIS point for every location within a city block. Currently, our system is only accurate to the block the location is on, not to a specific location.

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 7:22 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

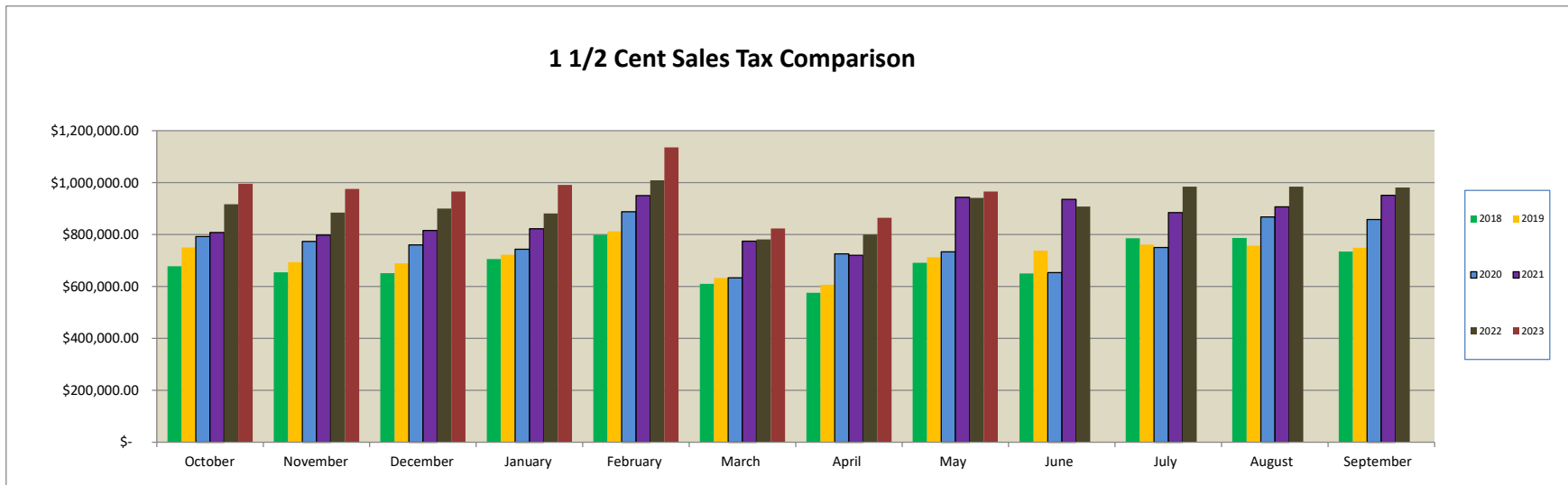
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, May 15, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

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

PAYMENT DATE							2023					
	2018	2019	2020	2021	2022	2023	BUDGET	CHANGE 2022 TO 2023	BUDGET VARIANCE			
October	\$ 678,401.87	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 939,668.43	\$ 78,995.30	8.62%	\$ 56,196.39	5.98%	
November	\$ 654,681.26	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	\$ 907,229.88	\$ 90,292.31	10.21%	\$ 67,493.40	7.44%	
December	\$ 651,260.81	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	\$ 922,291.87	\$ 65,793.09	7.31%	\$ 42,994.18	4.66%	
January	\$ 705,769.95	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	\$ 903,799.85	\$ 110,454.32	12.54%	\$ 87,655.41	9.70%	
February	\$ 799,180.83	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	\$ 1,031,889.98	\$ 126,866.85	12.57%	\$ 104,067.94	10.09%	
March	\$ 610,326.58	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	\$ 804,067.72	\$ 41,921.46	5.37%	\$ 19,122.55	2.38%	
April	\$ 575,250.20	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	\$ 822,998.08	\$ 64,137.58	8.02%	\$ 41,338.67	5.02%	
May	\$ 690,707.66	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	\$ 966,326.78	\$ 23,965.64	2.55%	\$ (923.95)	-0.10%	
June	\$ 649,735.86	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ -	\$ 959,455.98	\$ -	0.00%	\$ -	0.00%	
July	\$ 785,104.37	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ -	\$ 907,688.92	\$ -	0.00%	\$ -	0.00%	
August	\$ 786,723.11	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ -	\$ 930,927.60	\$ -	0.00%	\$ -	0.00%	
September	\$ 734,838.03	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ -	\$ 975,265.67	\$ -	0.00%	\$ -	0.00%	
TOTALS	\$8,321,980.52	\$8,622,913.72	\$9,175,595.00	\$ 10,308,053.56	\$ 10,971,943.65	\$ 7,716,217.18	\$ 11,071,610.76	\$ 602,426.55	8.47%	\$ 417,944.59	5.73%	



CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

(Please type or print clearly)

DATE: 5-11-2022

NAME: Brian Porn

TELEPHONE: 402-841-5315 (H)

ADDRESS: 1219 W. Prospect Ave

644-2529 (O)

E-MAIL ADDRESS: bporn1@gmail.com, brianporn@npsne.org

OCCUPATION: Social Studies Teacher, Norfolk High School
(If retired, please indicate former occupation or profession.)

EDUCATION: BA in Secondary Education, MA in U.S. History

PROFESSION AND/OR COMMUNITY ACTIVITIES: Chair of NHS

Social Studies Department, Coach for Youth
Mountain Bike Club (Angry Owls), Avid Cyclist /
trail user.

Please return this form to:

I am interested in serving on the:
(Please Check)

Office of the Mayor
309 N 5th Street
Norfolk, NE 68701

- Board of Zoning Adjustment
- Building Code of Appeals/Property Maintenance Board of Appeals
- Civil Service Commission
- Community Beautification Task Force
- Fire Code Appeals Board
- Housing Authority Board
- Library Advisory Board
- Planning Commission
- Plumbing Board
- Property Tax Compliance and Review & 5% LID Committee
- Riverfront Overlay Review Board
- Trail Advisory Board
- Tree Advisory Board

Brian Porn

(Signature of Applicant)

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 Riverpoint Agency, L.L.C., a Nebraska Limited Liability Company, hereinafter referred to as “RIVERPOINT”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow RIVERPOINT to use CITY’s Skyview Park facility for a customer appreciate event subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow RIVERPOINT to utilize the park in conjunction with RIVERPOINT’s purpose of holding a customer appreciate event on Saturday, July 22, 2023, which may include, but is not limited to, grilling and giving out hot dogs and hamburgers to the public free of charge.

2. PARK SET-UP AND CLEAN-UP. RIVERPOINT may commence set up activities in the park at 10:30 a.m. on July 22, 2023, and shall be responsible for completing cleanup from the event by 2:30 p.m. on said date.

3. TENTS. CITY shall allow RIVERPOINT or its designees to place up to two tents in Skyview Park during the term of this Agreement at locations approved by CITY’s parks and recreation director. If the tents are to be staked into the ground, then at least forty-eight (48) hours prior to July 22, 2023, RIVERPOINT shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tents are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, RIVERPOINT shall coordinate with CITY’s parks and recreation director as to the contemplated location of the tents. CITY will attempt to locate any private underground lines it owns. RIVERPOINT or its designees shall not set any stakes until receiving approval from CITY’s parks and recreation director as to the exact location where the tents are to be placed. RIVERPOINT shall be responsible for any damage to any underground utility lines or to any unlocated lines.

4. SIGNS. RIVERPOINT may place temporary signs in the park for its event and shall remove the signs at the conclusion of its event.

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

6. NONEXCLUSIVE USE. The parties understand that RIVERPOINT’s use of Skyview Park for its event shall be nonexclusive as the park will not be closed to the public during this event.

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

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

The policy issued shall cover all activities sponsored by RIVERPOINT for this event with no exclusions. In addition, RIVERPOINT shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for RIVERPOINT's event. RIVERPOINT agrees to be responsible for any damages or claim of loss not covered by RIVERPOINT'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 12, 2023, then (1) RIVERPOINT shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

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

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

11. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by RIVERPOINT.

12. MANAGEMENT. The parties acknowledge and agree that RIVERPOINT 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 RIVERPOINT for RIVERPOINT's event and related activities. RIVERPOINT 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"). RIVERPOINT represents and covenants to CITY that RIVERPOINT is familiar with the Rules and that RIVERPOINT shall operate and manage the park in

accordance with the Rules. RIVERPOINT shall ensure that all individuals utilizing the park for RIVERPOINT's event shall conduct themselves in accordance with the Rules.

13. MAINTENANCE. RIVERPOINT 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. RIVERPOINT 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. RIVERPOINT shall pay no fee to CITY for the use of Skyview Park for its event.

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

16. 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 RIVERPOINT resulting from CITY's cancellation of RIVERPOINT's activities.

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

RIVERPOINT AGENCY, L.L.C.,
A Nebraska Limited Liability Company

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, hereinafter referred to as "NSA", WITNESSETH:

WHEREAS, CITY is the owner of softball fields in various CITY parks; and

WHEREAS, NSA is desirous of utilizing CITY's softball fields to hold an adult softball tournament Saturday, June 17, 2023; and

WHEREAS, CITY is desirous of allowing NSA to hold said softball tournament on the softball fields in CITY's parks.

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

1. FACILITY. CITY shall allow NSA to utilize CITY's softball fields Saturday, June 17, 2023, to hold an adult softball tournament. CITY's parks and recreation director shall designate which ball fields are to be used by NSA. NSA's use of the softball fields shall be exclusive for the dates set forth in this paragraph.

2. USAGE FEE. NSA shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament registration fees for the use of CITY's softball fields for the tournament June 17, 2023. Said fee shall be paid to CITY by 4:30 p.m. on June 14, 2023.

3. LATE FEE. In addition to the usage fee set forth above, pursuant to CITY's policy, NSA shall pay to CITY a late fee in the amount of \$75.00 due to NSA submitting an event application to CITY later than 60 days prior to NSA's use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.

4. LIABILITY. NSA 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

In addition, NSA shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NSA while using CITY's softball facilities with no exclusions. NSA's

insurance shall be the primary insurance coverage for NSA's events. NSA agrees to be responsible for any damages or claim of loss not covered by NSA's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 7, 2023, then (1) NSA shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

6. RELEASES. In the event that NSA obtains Releases for participation in NSA'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.

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

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

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

10. TOBACCO. NSA shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use on or within 20 feet of any bleachers located in a city park.

11. ADVERTISING. NSA shall not erect any advertising signs at CITY's softball facilities, except that NSA shall be allowed to display banners on the fence as recognition for players and sponsors during their games. Said banners shall be held on by clips and shall be removed by NSA at the end of each game.

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

13. 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 NSA resulting from CITY's cancellation of NSA's activities.

14. UNADDRESSED ISSUES. Issues related to CITY's softball facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of NSA.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

THE NORFOLK SOFTBALL ASSOCIATION
(NSA), A Nebraska Nonprofit Corporation

By _____
David Fauss, President

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and The Norfolk Softball Association (NSA), a Nebraska Nonprofit Corporation, hereinafter referred to as "NSA", WITNESSETH:

WHEREAS, CITY is the owner of softball fields in various CITY parks; and

WHEREAS, NSA is desirous of utilizing CITY's softball fields to hold an adult softball tournament Saturday, July 15, 2023; and

WHEREAS, CITY is desirous of allowing NSA to hold said softball tournament on the softball fields in CITY's parks.

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

1. FACILITY. CITY shall allow NSA to utilize CITY's softball fields Saturday, July 15, 2023, to hold an adult softball tournament. CITY's parks and recreation director shall designate which ball fields are to be used by NSA. NSA's use of the softball fields shall be exclusive for the dates set forth in this paragraph.

2. USAGE FEE. NSA shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament registration fees for the use of CITY's softball fields for the tournament July 15, 2023. Said fee shall be paid to CITY by 4:30 p.m. on July 12, 2023.

3. LIABILITY. NSA 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

In addition, NSA shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NSA while using CITY's softball facilities with no exclusions. NSA's insurance shall be the primary insurance coverage for NSA's events. NSA agrees to be responsible for any damages or claim of loss not covered by NSA's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by July 5, 2023, then (1) NSA 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.

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

5. RELEASES. In the event that NSA obtains Releases for participation in NSA'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.

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

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

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

9. TOBACCO. NSA shall be responsible for compliance with CITY's tobacco policy set forth in CITY's Official Code which precludes tobacco use on or within 20 feet of any bleachers located in a city park.

10. ADVERTISING. NSA shall not erect any advertising signs at CITY's softball facilities, except that NSA shall be allowed to display banners on the fence as recognition for players and sponsors during their games. Said banners shall be held on by clips and shall be removed by NSA at the end of each game.

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

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

13. UNADDRESSED ISSUES. Issues related to CITY's softball facilities not addressed in this Agreement may be approved by CITY at the discretion of CITY's parks and recreation director upon request of NSA.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moening, Mayor

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

THE NORFOLK SOFTBALL ASSOCIATION
(NSA), A Nebraska Nonprofit Corporation

By _____
David Fauss, President

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) 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 July 1, 2023 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. Except as may be provided herein, this Agreement does not require the payment of a fee by SCHOOL to access CITY’s facilities.
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 June 21, 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's risk manager.

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 broadcasting 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.

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

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as “SCHOOL”, WITNESSETH:

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

WHEREAS, CITY is the owner of multi-purpose fields and green space in North Pine Park in Norfolk, Nebraska; and

WHEREAS, SCHOOL has a soccer program and is desirous of holding soccer practice and games at Memorial Field and soccer practice only at North Pine Park; and

WHEREAS, CITY is desirous of allowing SCHOOL to hold soccer practice and games on Memorial Field at Veterans Memorial Park and soccer practice only at North Pine 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 July 1, 2023 to June 30, 2024.
2. GAMES. CITY shall allow SCHOOL to hold soccer games at Memorial Field in Norfolk, Nebraska, on dates and at times approved by CITY’s parks and recreation director.
3. PRACTICE. CITY shall allow SCHOOL to hold soccer practices at Memorial Field and North Pine Park at such times as are approved by CITY’s parks and recreation director. While at Memorial Field, SCHOOL shall not have access to the multipurpose building during said practices except that SCHOOL may utilize the family restroom located immediately east of the main entrance to the multipurpose building and accessed from outside the building. SCHOOL shall be responsible for unlocking and locking the family restroom while utilizing the same.
4. MEMORIAL FIELD FACILITY ACCESS. For soccer games at Memorial Field, SCHOOL shall have access to and use of the soccer 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.
5. ACCESS COST. Except as may be provided herein, this Agreement does not require the payment of a fee by SCHOOL to access CITY’s facilities.
6. CLEANING. SCHOOL shall be responsible for cleanup of the Memorial Field facility 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 at Memorial Field, 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.”

7. 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.

8. 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.

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

10. DAMAGE. SCHOOL shall be responsible for any damage to any part of the Memorial Field facility or North Pine Park multi-purpose fields and green space utilized by SCHOOL above normal use and wear for all times during which SCHOOL has control of the facilities. SCHOOL shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the Veterans Memorial Park facility during the term of this Agreement.

11. 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.

12. SECURITY. SCHOOL shall be responsible for providing adequate security at the Memorial Field 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.

13. PREPARE FOR USE. CITY shall prepare the Memorial Field soccer facility for use by SCHOOL by cleaning up the facility from any previous events.

14. FLAGS TO MARK FIELD. SCHOOL shall set up and tear down and secure any flags used to mark the soccer fields.

15. 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.

16. INSURANCE. SCHOOL 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

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 June 21, 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's risk manager.

17. HOLD HARMLESS/INDEMNIFICATION. SCHOOL agrees to save, hold harmless, indemnify and defend CITY, its 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.

18. 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.

19. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the broadcasting 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.

20. PARKING.

A. North Pine Park. SCHOOL understands the importance of CITY's ability to access the equipment/vehicle(s) stored in the brown storage building located immediately

west of the paved parking lot in North Pine Park. SCHOOL shall be responsible for ensuring that participants and spectators are notified that no parking is allowed in front of the brown storage building in North Pine Park where indicated by “NO PARKING” signs.

- B. Veterans Memorial Park. 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.

21. MULTI-PURPOSE BUILDING. SCHOOL shall be allowed to utilize the multipurpose building in Veterans Memorial Park 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.

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

23. SHOES. No spiked shoes shall be allowed on the soccer field at Memorial Field and only appropriate soccer cleats shall be allowed. SCHOOL shall be responsible for compliance with this provision.

24. VEHICLES. SCHOOL shall utilize no motorized vehicles of any kind on the soccer field at Memorial Field with the exception of a “Gator” type vehicle with flotation turf tires used by emergency service responders for medical purposes.

25. ADVERTISING. SCHOOL shall not erect any advertising signs at Veterans Memorial Park or North Pine Park.

26. 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.

27. FIELD LIGHTS. Field lights at Memorial Field 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.

28. 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.

29. ELEVATOR. CITY's facility at Memorial Field 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.

30. OTHER AREAS OF VETERANS MEMORIAL PARK. SCHOOL shall be responsible for restricting participants and spectators to the soccer 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 soccer 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.

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

32. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of games held on Memorial Field and the total number of spectators in attendance at each game. SCHOOL further agrees to provide CITY on 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.

33. TURF FIELD RULES. Memorial Field will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's soccer field. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the soccer 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.

34. 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.

35. 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.

36. FIELD MARKING AT NORTH PINE PARK. SCHOOL shall not mark the multi-purpose fields and green space at North Pine Park in any way without first obtaining permission from CITY's parks and recreation director.

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

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023 by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Sacred Heart Church of Norfolk, (also known as Norfolk Catholic High School) a Nebraska Nonprofit Corporation, hereinafter referred to as “SCHOOL”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow SCHOOL to use the CITY’s facility for cross country practice and meets subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the cross country course in Skyview Park to be used by SCHOOL for cross country practice and meets for the cross country season.

2. TERM. The term of this Agreement shall be from July 1, 2023 to June 30, 2024.

3. ACCESS COST. Except as may be provided herein, this Agreement does not require the payment of a fee by SCHOOL to access CITY’s facilities.

4. NONEXCLUSIVE USE. The parties understand that SCHOOL’s use of the cross country course shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY’s parks and recreation director.

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

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

In addition, SCHOOL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SCHOOL while using CITY’s cross country course with no exclusions. SCHOOL’s insurance shall be the primary insurance coverage for SCHOOL’s 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 City Clerk’s office upon execution of this Agreement. In the event the certificate of insurance is not filed by June 21, 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’s risk manager.

6. 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.

7. 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.

8. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's parks and recreation director or his designee. SCHOOL understands that parking on Maple Avenue between 18th Street and 19th Street is prohibited on the north side of the street. SCHOOL understands that when utilizing the cross country course for time trials or cross country meets that may bring a large number of vehicles to the park, SCHOOL shall have an individual designated to assure compliance with the parking regulations.

9. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by SCHOOL.

10. NO PAINT ON CONCRETE. SCHOOL shall not paint or permanently mark any concrete in Skyview Park for cross country meets. In the event that SCHOOL does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by SCHOOL. At the time of signing this Agreement, SCHOOL shall deposit \$250.00 with CITY as security for any damage that may need to be removed as a result of SCHOOL marking the concrete. Said deposit shall be retained by CITY and any unused portion shall be returned to SCHOOL at the end of its cross country season upon SCHOOL's written request. Said request shall be sent to the Norfolk City Clerk at 309 N. 5th Street, Norfolk, Nebraska 68701.

11. ALL-TERRAIN VEHICLES. SCHOOL shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in the park for utility purposes from the beginning of setup until cleanup is completed for its events under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older, and (2) said vehicles are covered by SCHOOL's insurance policy. This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.

12. 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.

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

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Norfolk Motor Company, a Nebraska Corporation, d/b/a Norfolk Auto Center, hereinafter referred to as “NORFOLK MOTOR COMPANY”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow NORFOLK MOTOR COMPANY to use a portion of CITY’s Ta-Ha-Zouka Park facility for a company picnic subject to the following:

1. TERM. The term of this Agreement shall be from 12:00 noon to 11:59 p.m. on Saturday, July 29, 2023. NORFOLK MOTOR COMPANY’s event is scheduled for 4:30 p.m. to 11:00 p.m.

2. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow NORFOLK MOTOR COMPANY to utilize ball field #5 and the grassy area to the east, south and west of ball field #5 in Ta-Ha-Zouka Park in conjunction with NORFOLK MOTOR COMPANY’s purpose of holding a company picnic which may include but not be limited to playing soccer and baseball, having inflatables, setting up tables and tents, and serving food. A map of the area is attached as Exhibit “A”.

3. SET UP/CLEAN UP. NORFOLK MOTOR COMPANY shall be allowed to begin setting up for its event on Saturday, July 29, 2023, at 12:00 noon in Ta-Ha-Zouka Park. NORFOLK MOTOR COMPANY shall be responsible for cleanup from the event and shall complete said cleanup by 11:59 p.m. on Saturday, July 29, 2023.

4. NONEXCLUSIVE USE. The parties understand that NORFOLK MOTOR COMPANY’s use of Ta-Ha-Zouka Park for its event shall be nonexclusive as the park will not be closed to the public during this event.

5. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY’s parks and recreation director or his designee. The parties acknowledge that the areas approved for parking are subject to change or denial up until the time of the event and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

6. SHELTER. NORFOLK MOTOR COMPANY understands that this Agreement does not include the reservation of a shelter in Ta-Ha-Zouka Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

7. POWER SUPPLY. NORFOLK MOTOR COMPANY understands that the power board behind the backstop of ball field #5 in Ta-Ha-Zouka Park has one 120v/15a outlet available for public use, however, CITY makes no guarantees or warranties that CITY’s public

power supply will function continuously or properly or will be able to meet the needs of NORFOLK MOTOR COMPANY for this event. If guaranteed power is required for any activities associated with this event, said power shall be supplied by generators or other temporary power sources provided by NORFOLK MOTOR COMPANY or individual activity coordinators.

8. INSURANCE. NORFOLK MOTOR COMPANY 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

In addition, NORFOLK MOTOR COMPANY shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NORFOLK MOTOR COMPANY for this event with no exclusions. NORFOLK MOTOR COMPANY's insurance shall be the primary insurance coverage for NORFOLK MOTOR COMPANY's event. NORFOLK MOTOR COMPANY agrees to be responsible for any damages or claim of loss not covered by NORFOLK MOTOR COMPANY's insurance. A valid 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 19, 2023, then (1) NORFOLK MOTOR COMPANY shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

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

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

11. TENTS AND INFLATABLES.

A. Placement of Tents and Inflatables. CITY shall allow NORFOLK MOTOR COMPANY to place tents and inflatables in the park at locations approved by

CITY's parks and recreation director. If the tents and/or inflatables are to be held in place by stakes in the ground, then at least forty-eight (48) hours prior to Saturday, July 29, 2023, NORFOLK MOTOR COMPANY shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where tents and inflatables are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, NORFOLK MOTOR COMPANY shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents and inflatables. CITY will attempt to locate any private underground lines it owns. NORFOLK MOTOR COMPANY shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tents and inflatables are to be placed. NORFOLK MOTOR COMPANY shall be responsible for any damage to any underground utility lines or to any unlocated lines.

- B. Wind. NORFOLK MOTOR COMPANY agrees to cease and desist use of tents and inflatables in the event wind speeds exceed the tents and inflatables manufacturer's recommendations.

12. COPYRIGHTED MUSIC. NORFOLK MOTOR COMPANY 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 NORFOLK MOTOR COMPANY and expressly agrees to hold CITY harmless and indemnify CITY from any cost or liability that may result to CITY as a result of the contemplated NORFOLK MOTOR COMPANY activities being held on property owned by CITY.

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

14. NO PAINT ON CONCRETE. NORFOLK MOTOR COMPANY shall not paint or permanently mark any concrete in Ta-Ha-Zouka Park for NORFOLK MOTOR COMPANY's event. In the event that NORFOLK MOTOR COMPANY does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by NORFOLK MOTOR COMPANY.

15. MANAGEMENT. The parties acknowledge and agree that NORFOLK MOTOR COMPANY 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 NORFOLK MOTOR COMPANY for NORFOLK MOTOR COMPANY's event and related activities. NORFOLK MOTOR COMPANY 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"). NORFOLK MOTOR COMPANY represents and covenants to CITY that NORFOLK MOTOR COMPANY is familiar with the Rules and that NORFOLK MOTOR COMPANY shall operate and manage the park in accordance with the Rules. NORFOLK MOTOR COMPANY

shall ensure that all individuals utilizing the park for NORFOLK MOTOR COMPANY's event shall conduct themselves in accordance with the Rules.

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

17. NO USAGE FEE. NORFOLK MOTOR COMPANY shall pay no fee to CITY under this Agreement for the use of Ta-Ha-Zouka Park for its event.

18. 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 NORFOLK MOTOR COMPANY resulting from CITY's cancellation of NORFOLK MOTOR COMPANY's activities.

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

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

NORFOLK MOTOR COMPANY,
A Nebraska Corporation,

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"

Google Maps



Imagery ©2021 Maxar Technologies, Map data ©2021 50 ft

Bouncy Houses

Picnic / Food tents

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”; Nucor Corporation, by and through its Vulcraft Nebraska Division, a Delaware Corporation, hereinafter referred to as “VULCRAFT”; and REPAR, LLC, a Nebraska Limited Liability Company, hereinafter referred to as “FUN SERVICES”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow VULCRAFT to use CITY’s Ta-Ha-Zouka Park facility for a company picnic subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Ta-Ha-Zouka Park, is willing to allow VULCRAFT to utilize the park in conjunction with VULCRAFT’s purpose of holding a company picnic which may include but is not limited to hosting approximately 750 teammates and their families, serving food, and having games, activities, and inflatables in the park.

2. TERM. The term of this Agreement shall be for the day of Saturday, June 17, 2023. VULCRAFT’s event is scheduled from 9:00 a.m. to 1:00 p.m. on June 17, 2023.

3. LATE FEE. Pursuant to CITY’s policy, VULCRAFT shall pay to CITY a late fee in the amount of \$75.00 due to VULCRAFT submitting an event application to CITY later than 60 days prior to VULCRAFT’s use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.

4. MAP. Attached hereto as Exhibit “A” is a map delineating the portion of Ta-Ha-Zouka Park (outlined in red) that VULCRAFT will utilize for its event. Said delineated area is hereinafter referred to as the “designated area of the park”.

5. SET UP/CLEAN UP. VULCRAFT shall be allowed to begin setting up for its event on Saturday, June 17, 2023, at 7:00 a.m. VULCRAFT shall be responsible for cleanup from the event and shall complete said cleanup at the conclusion of the event on Saturday, June 17, 2023.

6. NONEXCLUSIVE USE. The parties understand that VULCRAFT’s use of Ta-Ha-Zouka Park for its event shall be nonexclusive as the park will not be closed to the public during this event.

7. VEHICLE PARKING. Parking of vehicles in the park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY’s parks and recreation director or his designee. The parties acknowledge that the areas approved for parking are subject to change or denial up until the time of the event and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

8. SHELTER. VULCRAFT understands that this Agreement does not include the reservation of a shelter in Ta-Ha-Zouka Park and that any reservation of a shelter for this event shall be made by separate agreement with the City of Norfolk.

9. TRASH RECEPTACLES. VULCRAFT agrees, at its expense, to place a sufficient number of trash receptacles in Ta-Ha-Zouka Park to accommodate the number of people expected to attend its event and to have said trash receptacles removed at the end of the event.

10. TEMPORARY TOILETS. VULCRAFT agrees, at its expense, to place a sufficient number of temporary toilets in Ta-Ha-Zouka Park to accommodate the number of people expected to attend its event. The temporary toilets shall be placed at locations approved by CITY's parks and recreation director.

11. TEMPORARY STAGE. CITY shall allow VULCRAFT to place a temporary stage in the park for VULCRAFT's event at a location approved by CITY's parks and recreation director.

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

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

The policy issued shall cover all activities sponsored by VULCRAFT for this event with no exclusions. VULCRAFT's insurance shall be the primary insurance coverage for VULCRAFT's event with the exception of activities for which insurance is provided by FUN SERVICES, in which case FUN SERVICES' insurance shall be primary and VULCRAFT's insurance shall be secondary. VULCRAFT agrees to be responsible for any damages or claim of loss not covered by VULCRAFT's insurance or FUN SERVICES' 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 June 7, 2023, then (1) VULCRAFT shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

14. RELEASES. In the event that VULCRAFT obtains Releases for participation in VULCRAFT's activities 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.

15. TENTS/INFLATABLES/GAMES.

- A. Placement of Tents/Inflatables/Games. CITY shall allow VULCRAFT and/or FUN SERVICES to place tents, inflatables, and games in the park at locations approved by CITY's parks and recreation director. If the tents, inflatables, and games are to be held in place by stakes in the ground, then at least forty-eight (48) hours prior to Saturday, June 17, 2023, VULCRAFT and/or FUN SERVICES shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where tents, inflatables, and games are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, VULCRAFT and/or FUN SERVICES shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents, inflatables, and games. CITY will attempt to locate any private underground lines it owns. VULCRAFT and/or FUN SERVICES shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tents, inflatables, and games are to be placed. VULCRAFT and/or FUN SERVICES shall be responsible for any damage to any underground utility lines or to any unlocated lines.
- B. Wind. VULCRAFT and/or FUN SERVICES agree to cease and desist use of inflatables, tents, and/or games in the event wind speeds exceed inflatables manufacturer's recommendations.
- C. FUN SERVICES Insurance. FUN SERVICES shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

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

The policy issued shall cover all activities sponsored by FUN SERVICES for this event with no exclusions. In addition, FUN SERVICES shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for all events related to the placement and operation of inflatables and/or games on CITY's property June 17, 2023 for VULCRAFT's event. 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 June 7, 2023, then (1) this paragraph of this Agreement shall be voidable at the option of CITY, and (2) FUN SERVICES is not authorized to place or operate inflatables and/or games in the park and VULCRAFT shall be responsible for any unauthorized placement and operation of inflatables, tents, and/or games in the park.

D. Hold Harmless/Indemnification by FUN SERVICES. FUN SERVICES 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 FUN SERVICES, VULCRAFT 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 placement of inflatables, tents, and/or games on CITY property, and for any loss to CITY that results from FUN SERVICES failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

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

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

18. NO PAINT ON CONCRETE. VULCRAFT shall not paint or permanently mark any concrete in Ta-Ha-Zouka Park for VULCRAFT's event. In the event that VULCRAFT does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by VULCRAFT.

19. MANAGEMENT. The parties acknowledge and agree that VULCRAFT shall be solely responsible for the operation and management of the designated area of the park during the term of this Agreement when the designated area of the park is being utilized by VULCRAFT for VULCRAFT's event(s) and related activities. VULCRAFT shall be responsible for operating and managing the designated area of 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"). VULCRAFT represents and covenants to CITY that VULCRAFT is familiar with the Rules and that VULCRAFT shall operate and manage the designated area of the park in accordance with the Rules. VULCRAFT shall ensure that all individuals utilizing the park for VULCRAFT's event shall conduct themselves in accordance with the Rules.

20. MAINTENANCE. VULCRAFT shall be responsible for maintaining the designated area of the park in accordance with the Rules so that the designated area of 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. VULCRAFT shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

21. NO USAGE FEE. VULCRAFT shall pay no fee to CITY for the use of Ta-Ha-Zouka Park for its event.

22. 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 VULCRAFT resulting from CITY's cancellation of VULCRAFT's activities.

23. FAILURE TO SIGN AGREEMENT. In the event that FUN SERVICES fails to sign this Agreement, then this Agreement shall remain in effect between CITY and VULCRAFT with VULCRAFT assuming all responsibilities allocated to FUN SERVICES herein.

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.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

NUCOR CORPORATION by and through its
Vulcraft Nebraska Division, A Delaware
Corporation

By _____
Title: _____
Printed Name: _____

REPAR, LLC, A Nebraska Limited Liability
Company

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"



Ta-Ha-Zouka Park

4.5 ★★★★★ 572 reviews
Park

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 School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter referred to as “SCHOOL”, WITNESSETH:

WHEREAS, CITY is the owner of the following parks which contain facilities that SCHOOL desires to utilize for various SCHOOL activities:

- a) Veterans Memorial Park (which includes a football/soccer field known as “Memorial Field” and a baseball field);
- b) Ta-Ha Zouka Park (which includes baseball and softball fields);
- c) Skyview Park (which includes a cross country course);
- d) Central Park (which includes tennis courts); and
- e) Tennis Courts located at 4th Street and Elm Avenue; and

WHEREAS, CITY is desirous of allowing SCHOOL to utilize the various CITY facilities subject to the terms of this Agreement.

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 July 1, 2023 through June 30, 2024.
2. FACILITIES. SCHOOL shall be allowed to utilize CITY’s facilities for the following activities at the locations stated herein:
 - a) Marching band practice, performances, band camp, and competition at Memorial Field at Veterans Memorial Park;
 - b) Baseball practice, games, and camps at the baseball fields at Veterans Memorial Park and Ta-Ha-Zouka Park;
 - c) Cross country practice, camps, and meets at Skyview Park;
 - d) Football games, camps, scrimmages, and practices at Memorial Field in Veterans Memorial Park;

- e) Soccer practice, camps, and games at Memorial Field in Veterans Memorial Park;
- f) Softball practice, games, camps, and an annual invitational tournament at Ta-Ha-Zouka Park; and
- g) Boys and girls tennis camps, practice, and competitions at the tennis courts located at 4th Street and Elm Avenue and at Central Park.

3. ACCESS COST. Except as provided herein, this Agreement does not require the payment of a fee by SCHOOL to access CITY’s facilities; however, this Agreement does not preclude the assessment of usage fees by separate Agreement between the parties.

4. SCHEDULES. CITY shall allow SCHOOL to hold activities at CITY’s facilities on dates and at times approved by CITY’s parks and recreation director.

5. 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.

6. TOBACCO. SCHOOL shall be responsible for compliance with CITY’s tobacco policy set forth in CITY’s Official Code which precludes tobacco use 1) in or within 20 feet of any city-owned building, 2) while on or within 20 feet of any bleachers on city-owned property, and 3) in any area of Veterans Memorial Park except in parking areas available to the general public.

7. 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. Said 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 June 21, 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. In the event the certificate of insurance shall lapse during the term of this Agreement and SCHOOL fails to provide a current certificate within fifteen (15) days after receiving notice from CITY to do so, then this Agreement shall be voidable at the option of CITY.

8. 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.

9. 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.

10. COPYRIGHTED MUSIC. SCHOOL agrees that they either have or will secure any necessary licenses required for the broadcasting 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.

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

12. RAFFLES. SCHOOL agrees that any raffles held on CITY property shall be conducted in full compliance with the applicable Nebraska Statutes.

13. 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.

14. ADVERTISING. SCHOOL shall not erect any advertising signs at CITY's facilities or allow any advertising signs to be erected at CITY's facilities.

15. NONEXCLUSIVE USE. The parties understand that SCHOOL's use of CITY's facilities shall be nonexclusive and is subject to such times and locations as may be designated or assigned by CITY's parks and recreation director.

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

17. 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.

18. VETERANS MEMORIAL PARK. The following terms shall apply specifically to SCHOOL's use of facilities at Veterans Memorial Park:

- A. MARCHING BAND - FACILITY ACCESS. For marching band competition, SCHOOL shall have access to and use of the football field, press box, and restrooms located in the multipurpose building that are accessed from the plaza area. SCHOOL shall not have access to the locker rooms in the multipurpose building.

- B. FOOTBALL/SOCCER - FACILITY ACCESS. For SCHOOL's football and soccer games, SCHOOL shall have access to and use of the football/soccer 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 camps, scrimmages, and practices, SCHOOL shall have access to and use of the football/soccer field and restrooms located in the multipurpose building that are accessed from the plaza area.

- C. BASEBALL – FACILITY ACCESS.
 - 1) Game Access. For baseball games, SCHOOL shall have access to and use of the baseball field, press boxes, ticket booths, parking lots, and restrooms. Field lighting, scoreboard and public address system shall be available for use by SCHOOL.

 - 2) Practice Access. SCHOOL shall not have access to the multipurpose building at Veterans Memorial Park during baseball practices except that SCHOOL may utilize the family restroom located immediately east of the main entrance to the multipurpose building and accessed from outside the building. SCHOOL shall be responsible for unlocking and locking the family restroom while utilizing the same.

 - 3) Locker Room Access. SCHOOL understands that its baseball players shall not have access to the locker rooms in the multipurpose building at Veterans Memorial Park at any time while utilizing CITY's baseball field under the terms of this Agreement. Umpires working during SCHOOL's games shall have limited access to the family restroom accessed from inside the multipurpose building.

- D. CLEANING. SCHOOL shall be responsible for cleanup of the football, soccer, and baseball facilities at Veterans Memorial Park 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.”

- E. PETS. SCHOOL shall be responsible for making sure that no pets are allowed on the premises except for service animals.
- F. 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.
- G. 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.
- H. SECURITY. SCHOOL shall be responsible for providing adequate security at the Veterans Memorial Park facility for football games, soccer games, and marching band competitions from the time the gates to the field and doors to the multipurpose building are unlocked on the day of each event, during the event, and until the time the facility is locked except as the same relates to the concession area.
- I. DOWN MARKERS AND PYLONS. SCHOOL shall set up and tear down the down markers and pylons for SCHOOL’s football games at Memorial Field.
- J. FLAGS TO MARK FIELD. SCHOOL shall set up and tear down and secure any flags used to mark the soccer field.
- K. 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.

- L. MULTIPURPOSE BUILDING. SCHOOL shall be allowed to utilize the multipurpose building at Veterans Memorial Park 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.
- M. NO SPECTATORS ON BALL FIELDS. SCHOOL shall be responsible for keeping spectators off the football/soccer and baseball fields before, during and after football, soccer, and baseball games so that only individuals participating in games, coaching, officiating, half-time activities and supporting activities shall be allowed on the playing surface of the fields. During marching band competitions, only individuals participating in the event shall be allowed on the playing surface of the football/soccer field.
- N. SHOES ON FOOTBALL/SOCCER FIELD. No spiked shoes shall be allowed on the football/soccer field at Veterans Memorial Park and only appropriate football/soccer cleats shall be allowed for football and soccer games. SCHOOL shall be responsible for compliance with this provision.
- O. SHOES ON BASEBALL FIELD. No metal spiked shoes or metal cleats shall be allowed on the baseball field during baseball practice and only turf cleats, plastic molded cleats, or athletic shoes shall be allowed for practice. Metal spiked shoes or metal cleats will be allowed on the field during games and during warmups immediately prior to games only, however, they shall not be allowed for any practice time prior to the start of the game. SCHOOL shall be responsible for compliance with this provision.
- P. VEHICLES. SCHOOL shall utilize no motorized vehicles of any kind on the football/soccer and baseball fields with the exception of a "Gator" type vehicle with flotation turf tires used by emergency service responders for medical purposes.
- Q. SCOREBOARDS. SCHOOL shall be allowed to utilize the scoreboards at Veterans Memorial Park.
- R. FIELD LIGHTS. Field lights at Veterans Memorial Park 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.
- S. FOOTBALL CONCESSIONS. All concessions sold at Veterans Memorial Park during SCHOOL's football events shall be sold pursuant to the terms of

this section. SCHOOL is prohibited from selling or participating in the sale of any concessions except as provided herein.

- 1) CITY will operate the concession stand as provided herein at all football games for which SCHOOL desires to have concessions available as long as CITY is advised in writing at least fourteen (14) days prior to SCHOOL's games for which they desire concessions.
- 2) CITY anticipates staffing the concession stand with two (2) CITY employees. SCHOOL is required to supplement with volunteers as they deem appropriate based on SCHOOL's event. If SCHOOL is not providing volunteers then it shall advise CITY at least 14 days prior to the football game. If an adequate number of volunteers is not provided by SCHOOL for any game at which concessions are requested, CITY shall unilaterally determine whether to make concessions available.
- 3) Concession stand revenues shall be divided with SCHOOL pursuant to the following formula:

Gross Revenue:

LESS: Food product costs;

Wages of CITY staff working event (including preparation for and cleanup after event); and

Applicable sales and occupation taxes

EQUALS: Revenue after Expenses.

Revenue after Expenses shall be divided equally between CITY and SCHOOL for every game at which concessions are requested and volunteers are provided.

In the event concessions are requested and concession sales do not generate a positive calculation using the above formula, then SCHOOL shall pay CITY any amount necessary so that CITY does not suffer a loss by making the concession stand available for SCHOOL's event.

- 4) Obligations of CITY:
 - a. Provide two (2) CITY employees per event to staff concession stand.
 - b. Fully equip concession stand (including product ordering).
 - c. Provide money to make change.
 - d. Set up concession stand and coordinate set-up with SCHOOL's volunteers.

e. Coordinate cleanup with SCHOOL's volunteers at the end of event.

5) Obligations of SCHOOL:

a. Give written notice to CITY of any games for which SCHOOL wants to have concessions available at least fourteen (14) days prior to said games.

b. Provide an adequate number of volunteers as determined by SCHOOL to handle SCHOOL's games OR notify CITY at least 14 days prior to any game for which SCHOOL will not be providing volunteers.

c. Provide volunteers to participate in setting up the concession stand as directed by CITY.

d. Provide volunteers to participate in cleaning up the concession stand as directed by CITY.

6) SCHOOL understands that any concessions provided to game officials at SCHOOL's events shall be paid for by SCHOOL.

7) If concessions are not requested by SCHOOL at any event, or if no volunteers are provided, concession sales shall be at CITY's sole discretion. In such event, SCHOOL shall receive no profit from any concession sales and shall have no responsibility to make any payment to CITY for operation of the concession stand.

8) Except as set forth in this paragraph, 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.

9) 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.

T. OTHER CONCESSIONS. CITY provides concessions at Veterans Memorial Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's events (other than football games). SCHOOL is prohibited from selling or participating in the sale of any concessions at Veterans Memorial Park during events (other than football games), 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.

- U. 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.
- V. OTHER AREAS OF THE PARK. SCHOOL shall be responsible for restricting participants and spectators to the football/soccer/baseball 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/soccer or baseball 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.
- W. REPORTING. SCHOOL agrees to keep and maintain accurate accounting records listing the number of football and soccer games held on CITY's field and the number of baseball practices and games held on CITY's baseball field at Veterans Memorial Park along with the total number of spectators in attendance at each football, soccer, and baseball game. SCHOOL further agrees to provide CITY an itemized, detailed accounting of the number of games/practices held and the total number of spectators at each game. Said accounting shall be provided to CITY no later than ten (10) days after the conclusion of the season
- X. TURF FIELD RULES. CITY's football/soccer and baseball fields will be posted with "Turf Field Rules" provided by the manufacturer of the artificial turf on CITY's fields. SCHOOL agrees to be compliant with said posted Turf Field Rules and to assure compliance by visiting teams utilizing the 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.
- Y. FOOTBALL PRACTICE. SCHOOL shall not have access to the multipurpose building during football practices.
- Z. VENDING AT FOOLBALL GAMES. Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted; however, such vending is conditional upon the vendor first

obtaining permission from the Mayor and City Council. This Agreement shall serve as permission granted to SCHOOL as required by Section 18-10 of the City Code for vending at football games in Veterans Memorial Park during the term of this Agreement provided that such vending is limited to the sale of apparel or other SCHOOL memorabilia (not concessions).

19. TA-HA-ZOUKA PARK. The following terms shall apply specifically to SCHOOL's use of facilities at Ta-Ha-Zouka Park:

- A. FIELD LIGHTS. CITY shall allow SCHOOL to utilize the field lights at Ta-Ha-Zouka Park and SCHOOL shall be responsible for turning said field lights on and off when utilizing that facility.
- B. CONCESSIONS. CITY provides concessions at Ta-Ha-Zouka Park. CITY will make its own determination as to whether to provide concessions for SCHOOL's activities. Except as otherwise specifically allowed in this paragraph, SCHOOL is prohibited from selling or participating in the sale of any concessions, 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. SCHOOL shall not receive any profit from CITY's concession sales. Further, SCHOOL shall be responsible for assuring that no coolers, outside food, or outside beverages (except for water) are brought into Ta-Ha-Zouka Park by spectators when concessions are being sold by CITY.
- C. CLEANING. SCHOOL shall be responsible for cleanup of the baseball and softball facilities at Ta-Ha-Zouka Park 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.
- D. VENDING FOR SOFTBALL FUNDRAISER EVENT. Section 18-10 of the Official Code of the City of Norfolk, Nebraska states that vending of various goods, services, products or commodities is permitted; however, such vending is conditional upon the vendor first obtaining permission from the Mayor and City Council. This Agreement shall serve as permission granted to SCHOOL as required by Section 18-10 of the City Code for vending in Ta-Ha-Zouka Park for a one-time only fundraiser event for SCHOOL's softball program. Said permission is granted for one day only and is limited to one food vendor.
 - 1) Notice. SCHOOL shall notify CITY's parks and recreation director at least twenty-one (21) days in advance of SCHOOL's fundraiser event. SCHOOL shall also advise CITY who the vendor will be and the type of food to be served at the event.

- 2) Permit. Any food vendor who does not have a food service permit issued by the State of Nebraska Department of Agriculture shall not be allowed to vend in the park.
- 3) Vendor Insurance. SCHOOL shall obtain from said food vendor a certificate of insurance showing general liability and products liability coverage in amounts not less than \$1,000,000 per occurrence with a \$1,000,000 aggregate. Said certificate of insurance shall be filed with the City Clerk's office at least three (3) days prior to vending in the park.
- 4) SCHOOL's Insurance. In the event there is a vendor in Ta-Ha-Zouka Park for SCHOOL's fundraiser event from which SCHOOL has not obtained a certificate of insurance with the coverage amounts set forth herein, then said vendor is not authorized to be vending in the park and SCHOOL and its insurance carrier shall provide coverage for said unauthorized vendor. In any event, SCHOOL shall not allow any vendor that is not covered under SCHOOL's insurance policy to participate in SCHOOL's event.
- 5) Sales Taxes. All food and beverage sales are subject to State and City sales tax. SCHOOL or its vendor shall file sales tax returns and pay the applicable sales tax as required by law.

20. SKYVIEW PARK. The following terms shall apply specifically to SCHOOL's use of facilities at Skyview Park:

- A. VEHICLE PARKING. Parking of vehicles in the Skyview Park shall be restricted to currently existing parking areas and to such other areas as are approved for parking at the sole discretion of the CITY's parks and recreation director or his designee. SCHOOL understands that parking on Maple Avenue between 18th Street and 19th Street is prohibited on the north side of the street. SCHOOL understands that when utilizing the cross country course for time trials or cross country meets that may bring a large number of vehicles to the park, SCHOOL shall have an individual designated to assure compliance with the parking regulations.
- B. NO PAINT ON CONCRETE. SCHOOL shall not paint or permanently mark any concrete in Skyview Park for cross country meets. In the event that SCHOOL does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by SCHOOL. At the time of signing this Agreement, SCHOOL shall deposit \$250.00 with CITY as security for any damage that may need to be removed as a result of SCHOOL marking the concrete. Said deposit shall be retained by CITY and any unused portion shall be returned to SCHOOL at the end of its cross country season upon SCHOOL's written request. Said request shall be sent to the Norfolk City Clerk at 309 N. 5th Street, Norfolk, Nebraska 68701.

- C. TEMPORARY TOILETS. SCHOOL shall be allowed to place temporary toilets in Skyview Park to accommodate the number of people expected to attend their events at a location approved by CITY's parks and recreation director or his designee.
- D. ALL-TERRAIN VEHICLES. SCHOOL shall be allowed to utilize all-terrain vehicles, four wheelers, utility vehicles, golf carts, or other similar vehicles in Skyview Park for utility purposes from the beginning of setup until cleanup is completed for its events under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older, and (2) said vehicles are covered by SCHOOL's insurance policy. This Agreement does not give authority to operate any vehicle on a public street outside of the park unless said vehicle is legally authorized to be operated on public streets.
- E. TENTS. CITY shall allow SCHOOL or its designees to place tents in Skyview Park during the term of this Agreement at locations approved by CITY's parks and recreation director. If the tents are to be staked into the ground, then at least forty-eight (48) hours prior to placement, SCHOOL shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tents are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, SCHOOL shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents. CITY will attempt to locate any private underground lines it owns. SCHOOL or its designees shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the tents are to be placed. SCHOOL shall be responsible for any damage to any underground utility lines or to any unlocated lines.
21. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of City's facilities (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by SCHOOL.
22. SHELTER. SCHOOL understands that this Agreement does not include the reservation of a shelter in any CITY park and that any reservation of a shelter for SCHOOL's events shall be made by separate agreement with the City of Norfolk.
23. OTHER SCHOOL ACTIVITIES. In the event SCHOOL desires to utilize CITY's facilities for any special events not addressed in this Agreement, SCHOOL shall submit an event application pursuant to CITY's Event Guide. Said application shall be submitted 60 days prior to the date of the special event.
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. TERMINATION. Either party may terminate this Agreement by giving 30 days written notice to the other party.

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

27. 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

SCHOOL DISTRICT NO. 2 OF MADISON
COUNTY, NEBRASKA, A Political Subdivision of
the State of Nebraska

By _____
Its

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) dated and effective this ____ day of April, 2023 (“Effective Date”), is made by and between Behavioral Health Specialists, Inc. (“Plaintiff”) and the City of Norfolk, Nebraska (the “City”), which is executing the Agreement on behalf of itself and the former Sanitary and Improvement District No. 3 of Madison County, Nebraska (“SID No. 3” and collectively with the City, “Defendants”), which has been annexed by the City. Plaintiff and Defendants are at times collectively referred to as the “Parties.”

PRELIMINARY RECITALS

WHEREAS, Plaintiff is a Nebraska non-profit corporation with its principal office in the City;

WHEREAS, at all relevant times, SID No. 3 was a Nebraska political subdivision located in Madison County, Nebraska;

WHEREAS, the City is a municipal corporation and a city of the first class located in Madison County, Nebraska;

WHEREAS, Plaintiff commenced an action against Defendants in the District Court of Madison County, Nebraska, at Case No. CI 21-201, alleging negligence claims as set forth in Plaintiff’s Complaint and Amended Complaint (the “Lawsuit”);

WHEREAS, during the pendency of the Lawsuit, the City annexed certain territory including all the territory within the boundaries of SID No. 3, resulting in SID No. 3 merging into the City;

WHEREAS, Defendants deny the factual and legal allegations comprising Plaintiff’s claims and demands for damages in the Lawsuit, and dispute Plaintiff’s entitlement to any recovery under the claims which have or could have been asserted in the Lawsuit;

WHEREAS, without any admission of liability or wrongdoing in any manner whatsoever, and without admission of any of the factual and legal allegations in the Lawsuit, in order to avoid the expense and burden of further litigation and to bring closure to any and all matters, claims, actions, causes of action, demands, damages, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever the Plaintiff has asserted, or could have asserted, in relation to the Lawsuit, at any time prior to and including the effective date of this Agreement, the Parties wish to resolve the dispute between them and have reached an agreement to settle the dispute as set forth in this Agreement.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the foregoing Preliminary Recitals (which are hereby incorporated into the Terms of this Agreement by this reference), the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above-referenced recitals to this Agreement are incorporated into this Agreement by reference as if fully set forth herein.

2. No Admission of Liability. This Agreement is executed as a compromise settlement of disputed claims. It is expressly understood and agreed that Defendants deny any wrongdoing, responsibility, or legal liability related to the claims asserted in the Lawsuit, and the Parties hereby acknowledge this Agreement is made in full accord and satisfaction of disputed claims at this time for the purpose of avoiding the time, cost, and expense associated with litigation and to compromise and settle the disputed claims and causes of action in their entirety. This Agreement and the consideration provided herein, including the Release Benefit Payment (defined and described below), shall not constitute an admission of liability or an admission of any fact or legal theory asserted by Plaintiff in the Lawsuit.

3. Release Benefit Payment. Defendants shall pay to Plaintiff a total of Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) within fourteen (14) days after receipt of a fully executed copy of this Agreement (the "Release Benefit Payments") and approval by the City Council of the City of Norfolk, Nebraska. Payment shall be made by the Engles, Ketcham, Olson and Keith Trust Account on behalf of Defendants to Plaintiff via check payable to BHS. Plaintiff is solely responsible for any and all tax liability related to the Release Benefit Payment and agrees to defend, indemnify, and hold harmless the Defendants' Releasees (defined below) from any and all such tax liability.

4. Dismissal of Lawsuit. Plaintiff agrees to voluntarily dismiss all claims asserted against Defendants in the Lawsuit in their entirety and with prejudice within seven (7) days of the Plaintiff's receipt of the Release Benefit Payment. The Parties agree to cooperate and take all reasonable actions necessary to accomplish dismissal of the Lawsuit in its entirety and with respect to all Defendants with prejudice.

5. Release. In consideration for the Release Benefit Payment, Plaintiff hereby releases and forever discharges SID No. 3, the City, League Association of Risk Management, Sedgwick Claims Management Services, Inc. and its affiliates, Continental Western Insurance Company, and each of their past, present, and future owners, agents, directors, officers, officials, employees, representatives, parent companies, subsidiaries, affiliates, assigns, insurers, and attorneys, and their predecessors, successors, heirs, executors, administrators, assigns and assignees, and all persons acting by, through, under or in concert with any of them, (collectively "Defendants' Releasees"), or any of them, of and from any and all manner of actions, causes of action, liabilities, rights, demands, obligations, claims for relief (in law, equity, statutory, or otherwise), suits, liens, administrative remedies, injunctions, debts, sums of money, interest, attorney fees, obligations, agreements, promises, representations, suits and damages of every kind, nature, and description in law or in equity, whether known or unknown, developed or undeveloped, foreseen or unforeseen, whether now existing or arising in the future, related in any way to the subject matter of the Lawsuit, including but not limited to any and all claims for negligence, compensatory damages, special damages, general damages, punitive damages, real estate property damages, personal property damages, remediation damages, business interruption damages, attorney fees, litigation costs, and all other damages alleged to have been suffered by the Plaintiff as a result of the events alleged in the Lawsuit.

This release shall be construed broadly, it being the intent of the Parties to fully resolve any and all claims and potential claims against the Defendants' Releasees. It is intended herein that all Defendants' Releasees be and hereby are released and discharged from any and all liability whatsoever, including all costs, attorneys' fees, expenses, and any and all damages of every kind and nature. It is intended herein that all Defendants' Releasees be and hereby are released and discharged from any and all claims, suits, or causes of action referred to in this paragraph, which have arisen or accrued and of which the Parties are unaware, know, should have known, had reason to know, or suspect to exist, at the time of execution of this Agreement, that this Agreement contemplates the extinguishment of any such claim or claims.

6. Public Records. Plaintiff understands and acknowledges that this Agreement may be subject to the Nebraska public records statutes.

7. Authority. The Parties represent and warrant that they have the authority to enter into this Agreement subject to the approval by the City Council of the City of Norfolk, and that no causes of action, claims, or demands released pursuant to this Agreement have been assigned, conveyed, or otherwise transferred, in whole or in part, to any person or entity not a party to this Agreement.

8. Liens and Subrogation Interests. Plaintiff represents that it does not know of any person or entity that has paid any amount on its behalf that would entitle anyone to recover as a lienholder or subrogee of Plaintiff against Defendants' Releasees. If any lienholder, subrogee, or any person/entity with a third-party claim or interest exists, including without limitation insurers or any other private or governmental third-party payors which have or claim any legally enforceable right of repayment, lien, reimbursement, or subrogation arising by contract or by operation of law related to the allegations contained in the Lawsuit or against any recovery received in settlement, then Plaintiff shall be solely and completely liable and responsible to pay any claims or liens made or asserted by any said persons, entities, or third-party payors. Plaintiff further agrees to indemnify, defend, and hold harmless Defendants' Releasees of and from any such claims, demands, liens, damages, losses, and expenses, including attorneys' fees, relating to any repayment, subrogation or reimbursement hereafter asserted against Plaintiff or Defendants' Releasees. Plaintiff further represents that it has not assigned any claims referred to herein to any other person or entity.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. The Parties each agree that it has not made any oral representations concerning the subject matter of this Agreement which are not incorporated in and fully set forth in this written Agreement. The Parties further declare and represent that this Agreement constitutes a single integrated written agreement expressing the entire agreement and understanding between the Parties concerning the subject matter and replaces all prior negotiations and/or proposed agreements, whether written or oral. This Agreement is intended to be, and is, final and binding on the Parties according to the terms stated herein regardless of any claims of mistake of fact or law.

10. Agreement Binding. The Parties declare and represent that this Agreement is binding upon, and shall also inure to the benefit of, the Parties, including, without limitation, the Plaintiff as well as the Defendants' Releasees including all agents,

employees, partners, shareholders, members, officers, directors, attorneys, representatives, trustees, receivers, administrators, executors, related entities, parents, affiliates, subsidiaries, divisions, coverage providers, insurers, predecessors, successors, heirs, and assigns of each, as the case may be, and all related entities and subsidiaries that may claim rights arising from the events alleged in the Lawsuit and compromised settlement of the Plaintiff's claims. The Parties represent that they are legally authorized and competent to read, understand, enter into and execute this Agreement and to assume the risk of any mistake of fact as to any damages, losses, or injuries, whether disclosed or undisclosed.

11. Representation and Construction. The Parties acknowledge and represent that they have had a full opportunity to consider this Agreement, to confer with and be represented and assisted by their respective own legal counsel, and to ask any questions that they may have concerning this Agreement, or the settlement of claims or potential claims between them. This Agreement shall be deemed to have been jointly drafted by all of the Parties for the purpose of applying any rule of contract construction.

12. No Representations; Voluntary and Knowing Action. In making this Agreement, it is understood and agreed that each of the Parties does hereby rely wholly on their own judgment, belief, and knowledge, and that each of the Parties enters into this Agreement without reliance on any statement or representation by another not expressed herein. The Parties acknowledge and agree that they have read and understand the terms of this Agreement and that they are voluntarily entering into this Agreement with full knowledge of its implications. The Parties intend to be bound by this Agreement.

13. Severability and Reformation. In the event any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable under any applicable statute or other controlling law, the remainder of the Agreement shall continue in full force and effect, and said invalid part, term or provision shall be deemed not to be part of this Agreement. The Parties agree that a court of competent jurisdiction shall have the right to reform such provision to the extent necessary to cause it to be enforceable to the maximum extent available by law.

14. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

15. Costs and Fees. The Parties acknowledge that they are responsible for their own attorneys' fees and costs incurred in connection with the underlying litigation and this Agreement.

16. No Other Proceedings. Plaintiff represents and warrants that Plaintiff has asserted no other claims and knows of no claims filed in court, arbitration, or in any forum between these Parties pertaining to the subject matter of this Agreement, and in the event that any such claims do exist, Plaintiff agrees to immediately withdraw and dismiss them with prejudice.

17. Email, Facsimile or Scanned Signatures. The Parties contemplate that they may execute this Agreement by email, facsimile, or exchange of scanned documents,

and that certain actions may be taken in reliance on faxed or scanned signatures by the Parties. Accordingly, the Parties agree that an emailed, faxed, or scanned signature on this Agreement shall be equally valid and binding as an original signature, and the transmission of an emailed, faxed, or scanned signature will have the same legal effect as physical delivery of an original signature.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement with the Effective Date first set forth above.

PLAINTIFF BEHAVIOR HEALTH SPECIALISTS, INC.

BY: Shawn L. Davis

DATE: 5/9/23

ITS: Interim Executive Director

DEFENDANT CITY OF NORFOLK, NEBRASKA

BY: _____

DATE: _____

ITS: _____

APPROVED AS TO FORM AND CONTENT:

BY: Paul Page Hall

DATE: 5/11/23

COUNSEL FOR DEFENDANT SANITARY AND IMPROVEMENT DISTRICT NO. 3 OF MADISON COUNTY, NEBRASKA

4870-7376-9307, v. 2

FINAL PLAT OF
WALTERS' EAST KNOLLS 14TH ADDITION
 TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA
 BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF
 SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST
 OF THE 6TH P.M., MADISON COUNTY, NEBRASKA

04323 ✓

APPROVAL

THE FOREGOING AND WITHIN PLAT, APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED THIS 15TH DAY OF SEPTEMBER, 2022.

Brian Burst
 BRIAN BURST, CLERK

Josh Morning
 JOSH MORNING, MAYOR

APPROVAL

THE FOREGOING AND WITHIN PLAT APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA THIS 15TH DAY OF SEPTEMBER, 2022.



Lisa Walters
 LISA WALTERS, CHAIRMAN

DEDICATION & WAIVER

WE, RANDALL S. WALTERS AND LISA S. WALTERS, HUSBAND AND WIFE, ARE THE SOLE OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN.
 WE HAVE CAUSED TO BE MADE A SURVEY AND PLAT OF SAID TRACT OF LAND TO BE HEREINAFTER KNOWN AS WALTERS' EAST KNOLLS 14TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. WE DO HEREBY DEDICATE THE STREETS, AVENUES, DRIVES, ROADS AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO ON THE PLAT TO THE USE AND BENEFIT OF THE PUBLIC.
 WE DO HEREBY WAIVE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES OF 5 FEET ALONG THE FRONT LINES AND 10 FEET ALONG THE REAR LINE OF EACH LOT IN THE ADDITION AS SHOWN SHOWN ON THE PLAT HEREIN.
 WE HEREBY WAIVE ANY RIGHT TO CLAIMS AS A RESULT OF DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR ALTERATIONS OF THE SURFACE OF ANY PORTION OF STREETS AND ALLEYS TO CONFORM TO ESTABLISHED GRADES.

Randall S. Walters
 RANDALL S. WALTERS

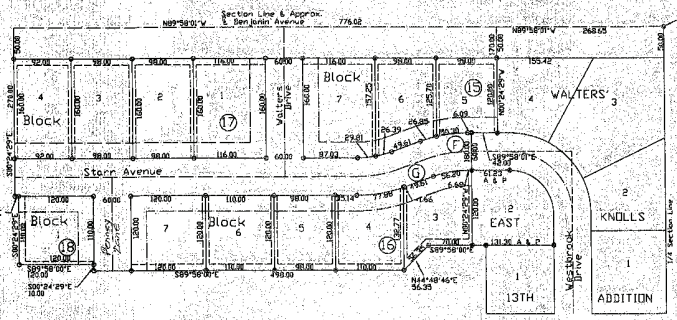
Lisa S. Walters
 LISA S. WALTERS

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA } ss
 COUNTY OF MADISON }
 THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 29TH DAY OF September, 2022 BY RANDALL S. WALTERS AND LISA S. WALTERS, HUSBAND AND WIFE.

Jennifer S. Heimes
 JENNIFER S. HEIMES
 NOTARY PUBLIC (PRINTED NAME)

MY COMMISSION EXPIRES ON THE 24TH DAY OF July, 2024. A.D.



North 1/4 Corner Section 24-24-1
 1/4 Inch Pole Found
 15.22 Feet South to Top of Pole
 65.00 Feet West to Top of Pole
 22.00 Feet North to Top of Pole
 22.00 Feet South to Top of Pole
 22.00 Feet West to Top of Pole
 22.00 Feet East to Top of Pole
 22.00 Feet North to Top of Pole
 22.00 Feet South to Top of Pole
 22.00 Feet West to Top of Pole
 22.00 Feet East to Top of Pole



SCALE 1" = 100'

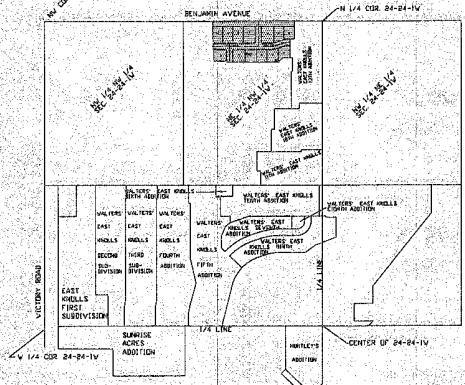
LEGEND

CORNER SET (3/4" IRON PIPE)
 PIPE OR AS SHOWN
 ACTUAL (MEASURED DIMENSION)
 PLATTED (RECORDED DIMENSION)
 FRONT SETBACK--25'
 UTILITY EASEMENTS
 10' REAR
 3' SIDE

CURVE DATA			
F	70°00'00"	66.67	33.68
G	70°00'00"	66.67	33.68

NOTE: A five (5) foot sidewalk shall be constructed by the owner on the street side on sides of each lot in the addition abutting on a platted street as provided for by Ordinance No. 567 of the City of Norfolk passed and approved on June 3, 2019.

LOT	AREAS	STREET	ADDRESSES
BLOCK 15			
LOT 1	11,854 SQ. FT.	LOT 8	1745 Bluff Avenue
LOT 2	13,588 SQ. FT.	LOT 9	1718 Bluff Avenue
LOT 3	15,034 SQ. FT.	LOT 10	1711 Bluff Avenue
BLOCK 16			
LOT 1	10,108 SQ. FT.	LOT 4	1711 Bluff Avenue
LOT 2	13,212 SQ. FT.	LOT 5	1712 Bluff Avenue
LOT 3	11,500 SQ. FT.	LOT 6	1710 Bluff Avenue
LOT 4	13,400 SQ. FT.	LOT 7	1708 Bluff Avenue
BLOCK 17			
LOT 1	15,580 SQ. FT.	LOT 1	1709 Bluff Avenue
LOT 2	16,480 SQ. FT.	LOT 2	1811 Walters Drive
LOT 3	16,480 SQ. FT.	LOT 3	1707 Bluff Avenue
LOT 4	11,040 SQ. FT.	LOT 4	1700 Bluff Avenue
BLOCK 18			
LOT 1	13,400 SQ. FT.	LOT 1	1704 Bluff Avenue
BLOCK 19			
LOT 1	1207	1207	Edgemoor Court



VICINITY SKETCH
 NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, RICHARD C. JOHNSON, REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HAVE DIRECTED AND SUPERVISED THE SURVEY OF A TRACT OF LAND LYING WHOLLY IN THE NE 1/4 OF THE NW 1/4 OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE 6TH P.M., MADISON COUNTY, NEBRASKA. SAID TRACT OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 REFERRING TO THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE PROCEEDING WEST ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 24, ON AN ASSUMED BEARING OF N89°58'00" W, 266.65 FEET TO THE POINT OF BEGINNING THENCE CONTINUING N89°58'00" W, ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 24, 774.66 FEET; THENCE S20°42'00" E, 273.00 FEET; THENCE S89°58'00" E, 6.00 FEET; THENCE S00°24'29" E, 110.00 FEET; THENCE S89°58'00" E, 180.00 FEET; THENCE S00°24'29" E, 100.00 FEET; THENCE S39°58'00" E, 498.00 FEET; THENCE N44°48'45" E, 26.75 FEET; THENCE S89°58'00" E, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 16 OF WALTERS' EAST KNOLLS 14TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; THENCE N00°24'29" W, ALONG THE WEST LINE OF SAID LOT 4 AND THE NORTHERLY EXTENSION THEREOF, 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF STAFF AVENUE; THENCE S89°58'00" E, ALONG THE NORTH RIGHT-OF-WAY OF STAFF AVENUE, 45.00 FEET; TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 15 OF SAID WALTERS' EAST KNOLLS 14TH ADDITION; THENCE N00°24'29" W, ALONG THE WEST LINE OF SAID LOT 4 AND THE NORTHERLY EXTENSION THEREOF, 170.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 6.61 ACRES, MORE OR LESS.
 I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS 1 THROUGH 7, BLOCK 15; LOTS 1 THROUGH 4, BLOCK 16; LOTS 1 THROUGH 4, BLOCK 17; AND LOT 1, BLOCK 18 TO BE HEREINAFTER KNOWN AS WALTERS' EAST KNOLLS 14TH ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AS SHOWN ON THE PLAT HEREIN.
 I CERTIFY THAT THE PLAT HEREIN IS THE ORIGINAL, ACCURATE AND CORRECT PLAT OF SAID WALTERS' EAST KNOLLS 14TH ADDITION AND THAT SAID PLAT ACCURATELY AND CORRECTLY REFLECTS ALL OF THE LOTS, BLOCKS, ROADS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID ADDITION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF AND MARKED AND ARE DESIGNATED AND SHOWN ON THE PLAT HEREIN.
 I CERTIFY THAT THE SURVEY AND PLAT WERE MADE AT THE INSTANCE AND REQUEST OF THE OWNERS OF SAID TRACT OF LAND WHO ARE HEREIN NAMED.
 I CERTIFY THAT I HAVE EXECUTED THE ABOVE INSTRUMENT THIS 22ND DAY OF October, 2022.



Richard C. Johnson
 RICHARD C. JOHNSON, L.S. NO. 429

NO.	04323	Pages	8
Due Tax			
Fee \$	32.00	P&M \$	6.00
Fees Pd \$		Gen Fee \$	6.66
Check#		Refund	\$0.00

THE STATE OF NEBRASKA } ss
 MADISON COUNTY }
 This instrument filed for record on the 29TH day of October, 2022 at 11:57 AM and recorded in Book 3022, Page 04323, Sub 8, Page 15A
Dianna S. Hyslop
 Register of Deeds

walters' East Knolls 14th Addition 1-854

RESOLUTION NO. 2023-24

WHEREAS, the Chief of Police is given the authority, with the approval of the Mayor and City Council, for the placement of traffic control signs and for the regulation of traffic within the corporate limits of the City of Norfolk, Nebraska; and

WHEREAS, it has come to the attention of the Chief of Police that a certain traffic control sign needs to be installed and traffic in a certain location should be regulated in order to best serve the motoring public while aiding the public safety of the use of the streets and highways within the City of Norfolk, Nebraska; and

WHEREAS, it would be in the best interest of public safety to place a stop sign controlling northbound traffic on Walters Drive at the intersection of East Benjamin Avenue and Walters Drive.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska that the Chief of Police be authorized to place a traffic sign to provide for the regulation of traffic as follows:

Place a stop sign controlling northbound traffic on Walters Drive at the intersection of East Benjamin Avenue and Walters Drive.

PASSED AND APPROVED this _____ day of June, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst , City Clerk

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

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

**SANITARY SEWER
(Northeast Industrial)
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the _____ day of _____, 2023, by and between NUCOR CORPORATION, by and through its Nucor Steel — Nebraska division, a Delaware Corporation, whose mailing address for notice purposes hereunder is, Nucor Steel Nebraska, 2911 East Nucor Road, Norfolk, Nebraska 68701, Attention: Controller, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

A tract of land lying wholly in the Northwest Quarter (NW1/4) of Section Twelve (12), Township Twenty-four (24) North, Range One (1) West of the Sixth (6th) P.M, Madison County, Nebraska, more particularly described as follows:

Beginning at the Northwest corner of said Section 12; thence East on the section line on an assumed bearing of South 89 degrees 26 minutes 45 seconds East 2638.96 feet to the North ¼ corner of said Section 12; thence South 00 degrees 10 minutes 45 seconds West, on the ¼ line, 754.8 feet to a point on the Northerly R.O.W. of the old Chicago and Northwestern Railroad, said point being on a 2914.93 foot radius curve concave to the Southeast; thence around said curve on a chord bearing South 55 degrees 05 minutes West 691.80 feet; thence South 48 degrees 16 minutes 20 seconds West, on said R.O.W. 2056.82 feet to a point 100.0 feet North of the South line of the Northwest ¼; thence North 89 degrees 08 minutes West, on a line 100.0 feet North of and parallel to the South line of the Northwest ¼, 542.65 feet to a point on section line; thence North 00 degrees 11 minutes 30 seconds East, on section line, 2537.2 feet to the point of

beginning and containing 108.76 acres, more or less, except those tracts of land conveyed to The County of Madison, and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

See attached Exhibit "A".

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

See attached Exhibit "B".

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. CITY shall restore any property and/or surfaces, to include (but not limited to) fencing, soil and vegetation damaged due to sanitary sewer system placement, maintenance, or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system placement, maintenance, or repairs, all as approved by OWNER.
4. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on December 31, 2023, whichever first occurs.

5. OWNER agrees that for and in consideration of the sum of Twenty-Two Thousand Three Hundred Seventy-Five Dollars and 00 cents (\$22,375.00), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
6. In its use of the Easement Area, City will obtain all permits and comply with all federal, state, and local laws, rules, regulations, ordinances, and permits, including without limitation, laws, rules, regulations, ordinances, and permits which relate to Use. Except as otherwise provided herein, CITY will, at its sole cost and expense, make all modifications, repairs, or additions to the Sewer necessary to effect such compliance, and CITY will install on the Easement Area and bear the expense of any and all structures, devices or equipment required by any Laws, or by the order of any governmental agency.
7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.
8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third-party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.
10. CITY shall maintain and provide to OWNER evidence of Commercial General Liability and Comprehensive Automobile Liability to the CITY's statutory Tort limits, as well as Worker's Compensation coverage to meet statutory requirements for the State of Nebraska. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, *ab initio*, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall inure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

OWNER:

NUCOR CORPORATION, by and through its
Nucor Steel — Nebraska division, a Delaware
corporation

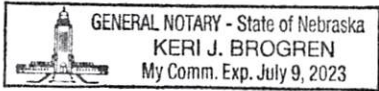
BY: Johanna L. Threm
Johanna L. Threm, General Manager and
Vice President

STATE OF NEBRASKA)
 Stanton) ss
COUNTY OF MADISON)

On this 4th day of May, 2023, before me, the undersigned, a Notary Public in and for Stanton County and said State, personally came Johanna L. Threm, as General Manager and Vice President of NUCOR CORPORATION, by and through its Nucor Steel — Nebraska division, a Delaware Corporation, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]



Keri J. Brogren
Notary Public Signature

Keri J. Brogren
Notary Public—Printed Name

My commission expires the 9th day of July, 2023.

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle L. Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

One this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

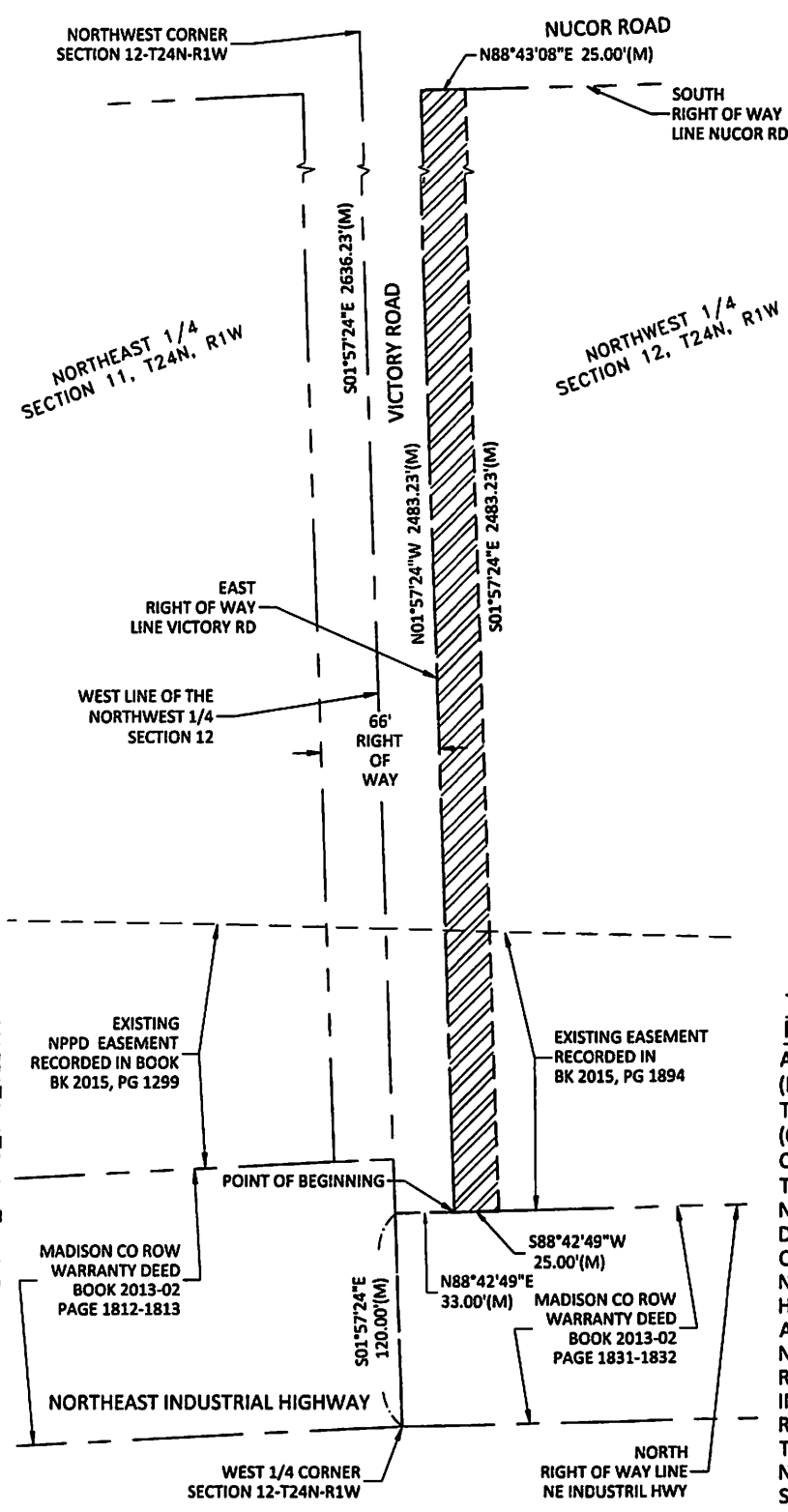
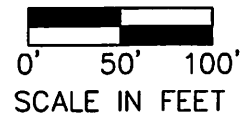
[NOTARY SEAL]

Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

DWG: C:\Temp\AcPublish_24384\V_XEASE_02203971.dwg USER: bfriedrichsen
 DATE: Mar 07, 2023 9:54am XREFS: V_XTOPO_SPC_02203971



LEGEND

- PERMANENT EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- TRANSMISSION EASEMENT

TRACT 4
PERMANENT EASEMENT DESCRIPTION
 AN EASEMENT LOCATED ON THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12) TOWNSHIP TWENTY-FOUR (24) RANGE ONE (1) WEST OF THE SIXTH (6TH) P.M., MADISON COUNTY NEBRASKA. COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12, T24N, R1W; THENCE ON AN ASSUMED BEARING OF N01°57'24"W, ON THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 120.00 FEET; THENCE N88°42'49"E A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY OF NORTHEAST INDUSTRIAL HIGHWAY AND THE EAST RIGHT OF WAY OF VICTORY ROAD AND ALSO BEING THE POINT OF BEGINNING; THENCE N01°57'24"W, ON SAID EAST RIGHT OF WAY OF VICTORY ROAD, A DISTANCE OF 2483.23 FEET TO A POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY OF NUCOR ROAD AND THE EAST RIGHT OF WAY OF VICTORY ROAD; THENCE N88°43'08"E, ON THE SOUTH RIGHT OF WAY OF NUCOR ROAD, A DISTANCE OF 25.00 FEET; THENCE S01°57'24"E A DISTANCE OF 2483.23 FEET TO SAID NORTH RIGHT OF WAY LINE OF NORTHEAST INDUSTRIAL HIGHWAY; THENCE S88°42'49"W, ON SAID NORTH RIGHT OF WAY OF NORTHEAST INDUSTRIAL HIGHWAY, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAIN A CALCULATED AREA OF 62080.71 SQUARE FEET OR 1.425 ACRES MORE OR LESS.

EXISTING NPPD EASEMENT RECORDED IN BOOK BK 2015, PG 1299

EXISTING EASEMENT RECORDED IN BK 2015, PG 1894

MADISON CO ROW WARRANTY DEED BOOK 2013-02 PAGE 1812-1813

MADISON CO ROW WARRANTY DEED BOOK 2013-02 PAGE 1831-1832

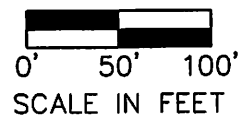
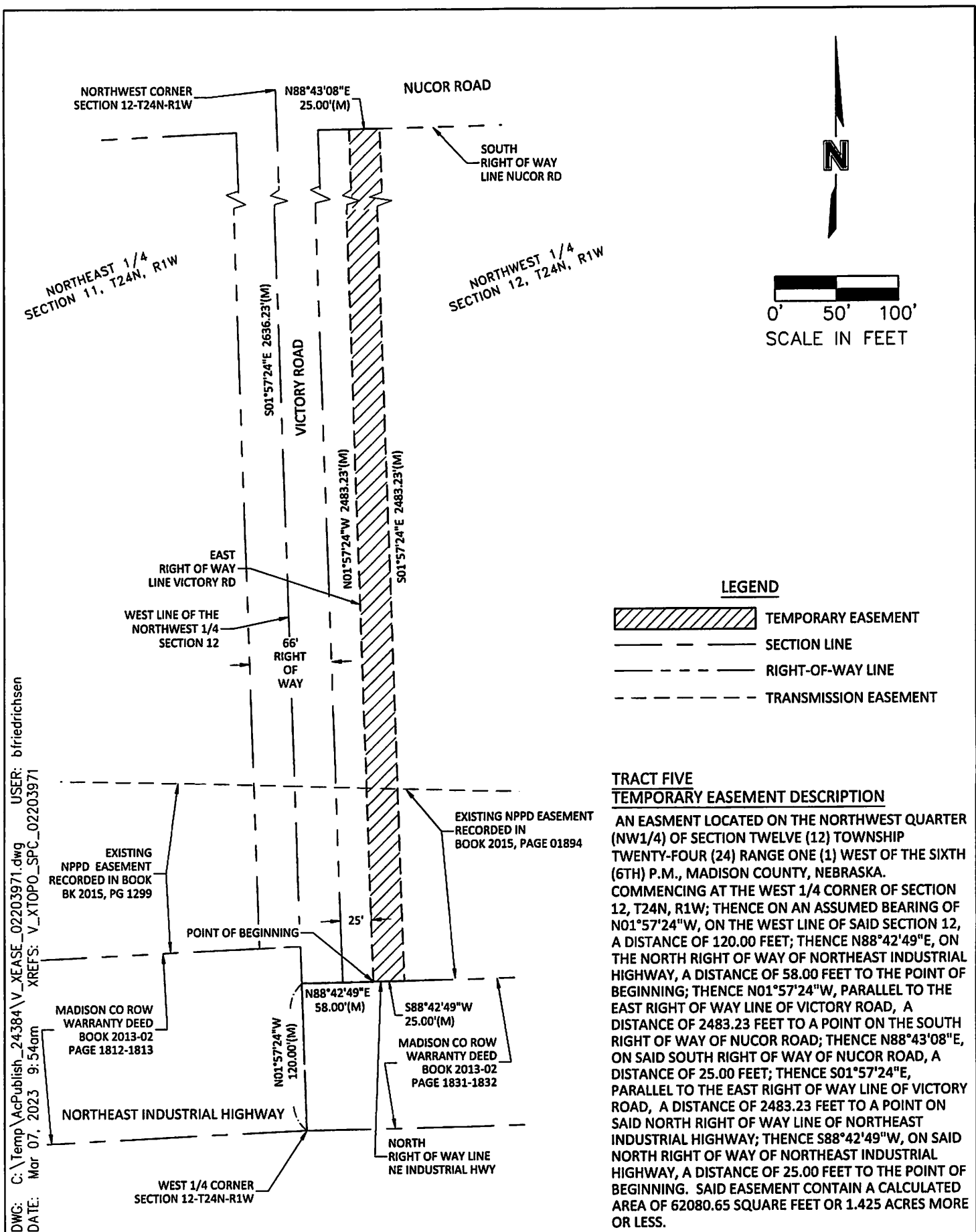
PROJECT NO:	022-03971
DRAWN BY:	CWM
DATE:	12/19/22

PERMANENT EASEMENT

olsson

201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EXHIBIT
 A



LEGEND

- TEMPORARY EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- TRANSMISSION EASEMENT

**TRACT FIVE
TEMPORARY EASEMENT DESCRIPTION**

AN EASMENT LOCATED ON THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12) TOWNSHIP TWENTY-FOUR (24) RANGE ONE (1) WEST OF THE SIXTH (6TH) P.M., MADISON COUNTY, NEBRASKA. COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12, T24N, R1W; THENCE ON AN ASSUMED BEARING OF N01°57'24\"/>

DWG: C:\Temp\AcPublish_24384\VEASE_02203971.dwg
 DATE: Mar 07, 2023 9:54am
 USER: bfriedrichsen
 XREFS: V_XTOPO_SPC_02203971

PROJECT NO:	022-03971
DRAWN BY:	CWM
DATE:	12/19/22

TEMPORARY EASEMENT

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750

EXHIBIT
B

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 #:	Z, ZZ & CC
Parcel Address:	701 West Michigan Avenue, Norfolk, NE 68701

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT River Valley Properties, Inc., a Nebraska Corporation, hereinafter referred to as "OWNER," (whether one or more) for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the CITY of NORFOLK, NEBRASKA, a Municipal Corporation, hereinafter referred to as "CITY," and to its successors and assigns, a 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:

All of Block 1, and Lots 1 and 24 of Block 2, together with the vacated alley between said Lots; together with a tract now vacated formerly comprising Pennsylvania Avenue between Seventh Street and Eighth Street in Norfolk, Nebraska, all in C. B. Durland’s Second Addition to Norfolk, Madison County, Nebraska.

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

Parcel Z

**THAT PART OF LOT 24, BLOCK 1, AND PART OF THE VACATED ALLEY, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S01°46'33"E ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
 THENCE N87°54'16"E, A DISTANCE OF 130.13 FEET;
 THENCE S01°45'30"E, A DISTANCE OF 20.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 21.03 FEET;
 THENCE N02°19'17"W, A DISTANCE OF 13.40 FEET;
 THENCE S87°56'35"W, A DISTANCE OF 77.20 FEET;
 THENCE N02°41'50"W, A DISTANCE OF 1.55 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 31.75 FEET;
 THENCE N01°46'33"W ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1,089 SQUARE FEET MORE OR LESS.**

Parcel ZZ

**THAT PART OF LOT 1, BLOCK 1, AND PART OF VACATED ALLEY,
C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON
COUNTY, NEBRASKA;
COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1,
C.B. BURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON
COUNTY, NEBRASKA;
THENCE S01°44'27"E ALONG THE EAST LINE OF SAID LOT 24, A
DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
THENCE S01°44'27"E CONTINUING ALONG THE EAST LINE OF
SAID LOT 24, A DISTANCE OF 5.00 FEET;
THENCE S87°54'16"W, A DISTANCE OF 62.82 FEET;
THENCE S02°05'44"E, A DISTANCE OF 5.00 FEET;
THENCE S87°54'16"W, A DISTANCE OF 55.26';
THENCE S01°37'15"E, A DISTANCE OF 10.00 FEET;
THENCE S87°54'16"W, A DISTANCE OF 12.08 FEET;
THENCE N01°45'30"E, A DISTANCE OF 20.00 FEET;
THENCE N87°54'16"E, A DISTANCE OF 130.13 FEET BACK TO THE
POINT OF BEGINNING.
SAID AREA CONTAINING 1,108 SQUARE FEET PLUS OR MINUS**

Parcel CC

**THAT PART OF LOTS 13 THRU 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION,
PART OF VACATED PENNSYLVANIA AVENUE, AND LOT 24, BLOCK 2, CB
DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 2, C.B. DURLAND'S
2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
THENCE N01°46'33"W, A DISTANCE OF 665.80 FEET;
THENCE N88°12'03"E, A DISTANCE OF 5.00 FEET;
THENCE S01°46'33"E, A DISTANCE OF 665.77';
THENCE S87°54'46"W ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF
5.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 3,329 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]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this 23 day of May, 2023.

CORPORATE ACKNOWLEDGMENT

**River Valley Properties, Inc.,
A Nebraska Corporation**

AUTHORIZED OFFICER:

William F Fisher

William F. Fisher, President
(Printed Name and Title)

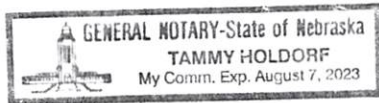
STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

On this 23 day of May, 2023, before me, a Notary Public, in and for said County, personally came:

William F. Fisher, President
(Name) (Title)

of **River Valley Properties, Inc., a Nebraska Corporation**, to me personally known to be the respective officer of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

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



Tammy Holdorf
NOTARY PUBLIC

ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City of Norfolk, Nebraska, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle L. Myers-Noelle, City Attorney

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for said County and State, personally came Josh Moenning, Mayor and Brianna Duerst, City Clerk of the City of Norfolk, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Notary Public - signature

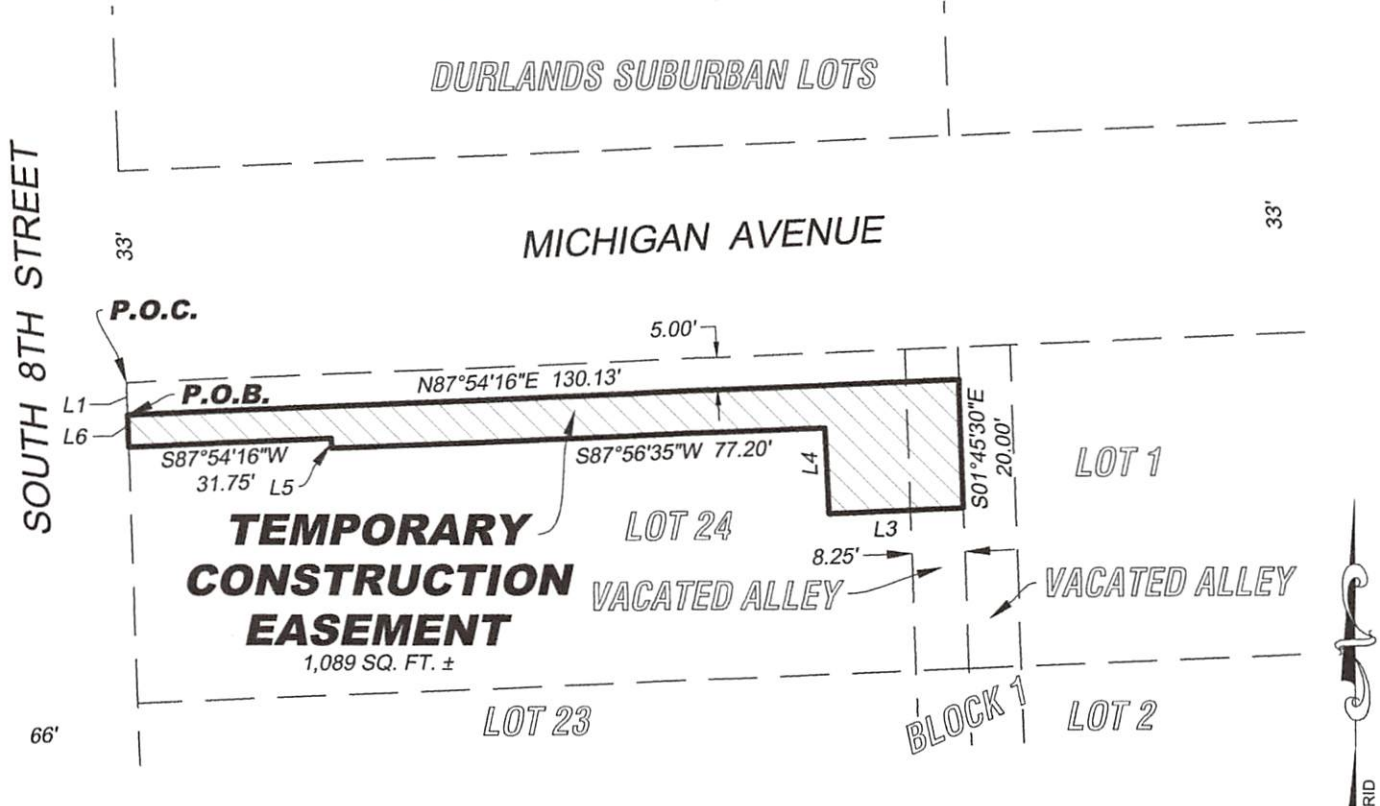
Notary Public – printed name

My commission expires the _____ day of _____, 20____

EXHIBIT A

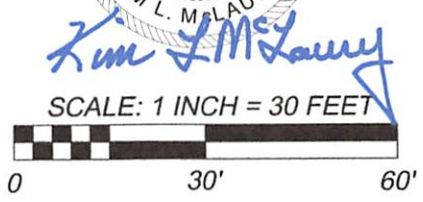
TEMPORARY CONSTRUCTION EASEMENT

**IN LOT 24, BLOCK 1, AND PART OF THE VACATED ALLEY,
 C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK,
 MADISON COUNTY, NEBRASKA**



LEGAL DESCRIPTION

THAT PART OF LOT 24, BLOCK 1, AND PART OF THE VACATED ALLEY, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S01°46'33"E ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
 THENCE N87°54'16"E, A DISTANCE OF 130.13 FEET;
 THENCE S01°45'30"E, A DISTANCE OF 20.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 21.03 FEET;
 THENCE N02°19'17"W, A DISTANCE OF 13.40 FEET;
 THENCE S87°56'35"W, A DISTANCE OF 77.20 FEET;
 THENCE N02°41'50"W, A DISTANCE OF 1.55 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 31.75 FEET;
 THENCE N01°46'33"W ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1,089 SQUARE FEET MORE OR LESS.



LEGEND

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

LINE TABLE

NAME	LENGTH	DIRECTION
L1	5.00'	S01°46'33"E
L3	21.03'	S87°54'16"W
L4	13.40'	N02°19'17"W
L5	1.55'	N02°41'50"W
L6	5.00'	N01°46'33"W



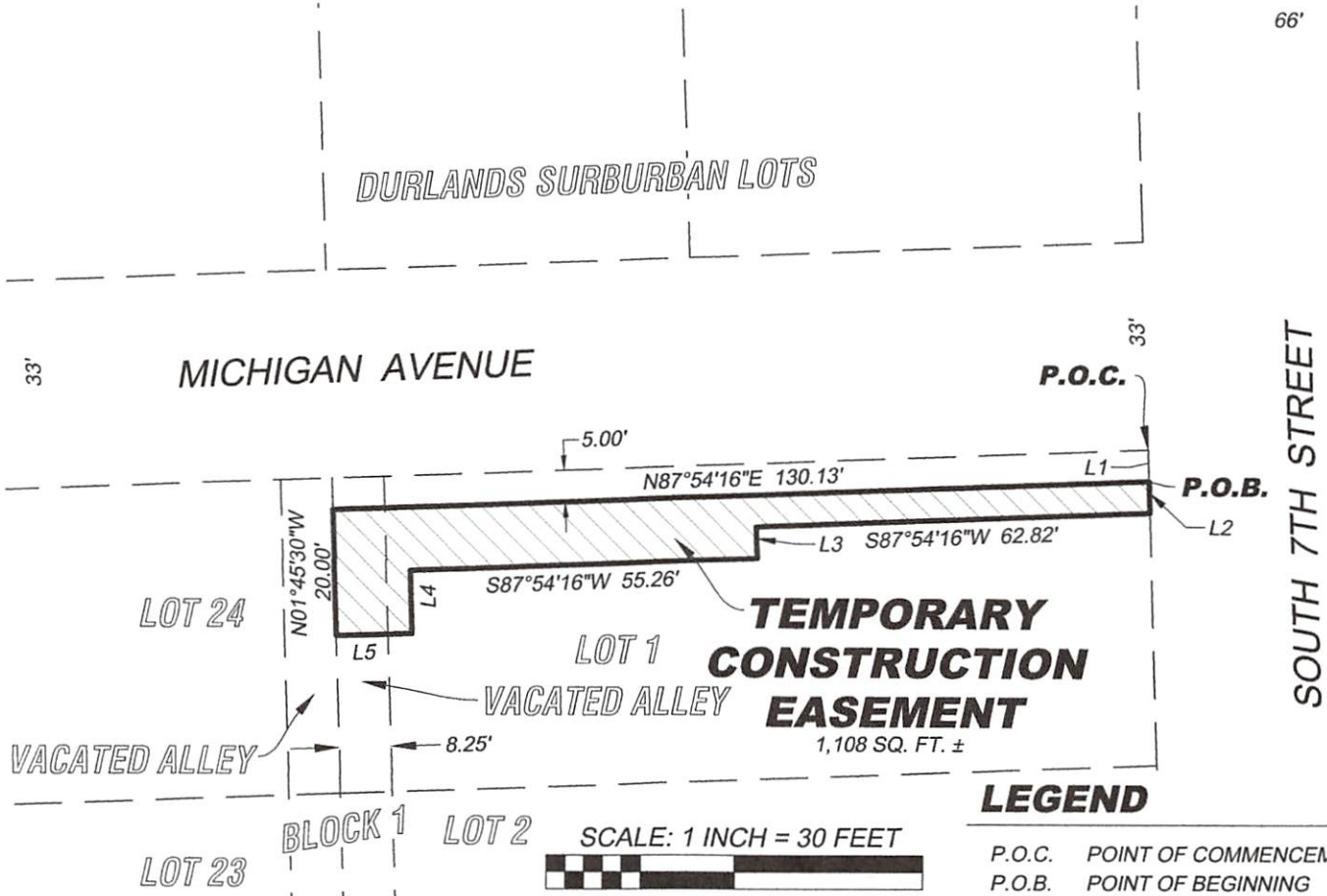
502 W. MADISON AVE.
 NORFOLK, NE 68701
 (402) 316-2625
 mclauryengineering.com

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

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

IN LOT 1, BLOCK 1, AND PART OF VACATED ALLEY, C.B. DURLANDS 2ND 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 1, BLOCK 1, AND PART OF VACATED ALLEY, C.B. DURLANDS 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, C.B. BURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S01°44'27"E ALONG THE EAST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
 THENCE S01°44'27"E CONTINUING ALONG THE EAST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 62.82 FEET;
 THENCE S02°05'44"E, A DISTANCE OF 5.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 55.26';
 THENCE S01°37'15"E, A DISTANCE OF 10.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 12.06 FEET;
 THENCE N01°45'30"E, A DISTANCE OF 20.00 FEET;
 THENCE N87°54'16"E, A DISTANCE OF 130.13 FEET BACK TO THE POINT OF BEGINNING.
 SAID AREA CONTAINING 1,108 SQUARE FEET PLUS OR MINUS

Kim L. McLaury



LINE TABLE

NAME	LENGTH	DIRECTION
L1	5.00'	N01°44'27"W
L2	5.00'	S01°44'27"E
L3	5.00'	S02°05'44"E
L4	10.00'	S01°37'15"E
L5	12.06'	S87°54'16"W

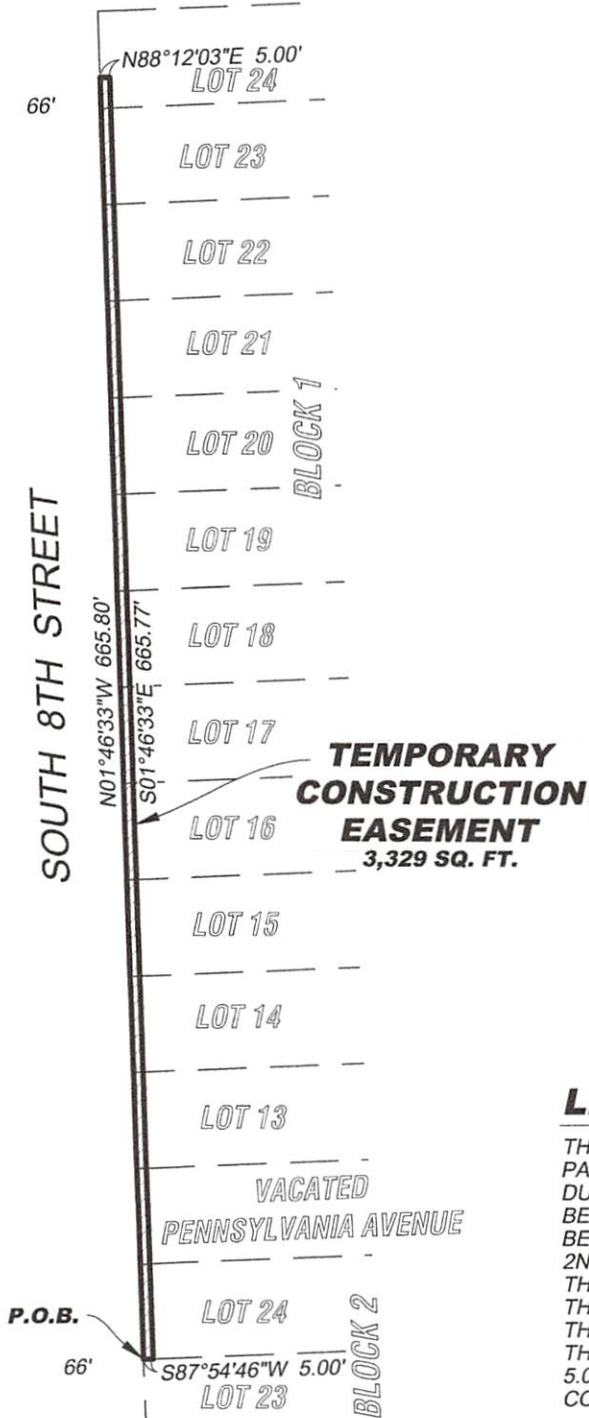


502 W. MADISON AVE.
 NORFOLK, NE 68701
 (402) 316-2625
 mclauryengineering.com

PAGE:	1 OF 1
SCALE:	1" = 30'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	Enclosure 22

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT IN LOTS 13 THRU 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, PART OF VACATED PENNSYLVANIA AVENUE, AND LOT 24, BLOCK 2, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

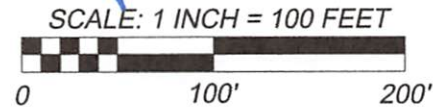


LEGEND

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



Kim L. McLaury



LEGAL DESCRIPTION

THAT PART OF LOTS 13 THRU 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, PART OF VACATED PENNSYLVANIA AVENUE, AND LOT 24, BLOCK 2, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 2, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE N01°46'33"W, A DISTANCE OF 665.80 FEET;
 THENCE N88°12'03"E, A DISTANCE OF 5.00 FEET;
 THENCE S01°46'33"E, A DISTANCE OF 665.77';
 THENCE S87°54'46"W ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 3,329 SQUARE FEET MORE OR LESS.



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

PAGE:	1 OF 1
SCALE:	1" = 100'
PROJECT NO.:	42220603
DRAWN BY:	JPK 03/10/23
SURVEY CREW:	JRC 03/06/19

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 #:	
Tract #:	Y
Parcel Address:	

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

In Lot 24 and part of the vacated alley, Block 1, C.B. Durland’s 2nd Addition, City of Norfolk, Madison County, Nebraska.

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

**THAT PART OF LOT 24 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 130.14 FEET;
 THENCE S01°45'30"E, A DISTANCE OF 5.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 130.13 FEET;
 THENCE N01°46'33"W ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 651 SQUARE FEET MORE OR LESS.**

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

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this 23 day of May, 2023

CORPORATE ACKNOWLEDGMENT

**River Valley Properties, Inc.,
A Nebraska Corporation**

AUTHORIZED OFFICER:

William F. Fisher

William F. Fisher, President
(Printed Name and Title)

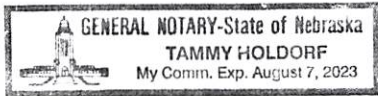
STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

On this 23 day of May, 2023, before me, a Notary Public, in and for said County, personally came:

William F. Fisher, President
(Name) (Title)

of **River Valley Properties, Inc., a Nebraska Corporation**, to me personally known to be the respective officer of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

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



Tammy Holdorf
NOTARY PUBLIC

[Remainder of Page Intentionally Left Blank]

ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City of Norfolk, Nebraska, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle L. Myers-Noelle, City Attorney

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for said County and State, personally came Josh Moenning, Mayor and Brianna Duerst, City Clerk of the City of Norfolk, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Notary Public - signature

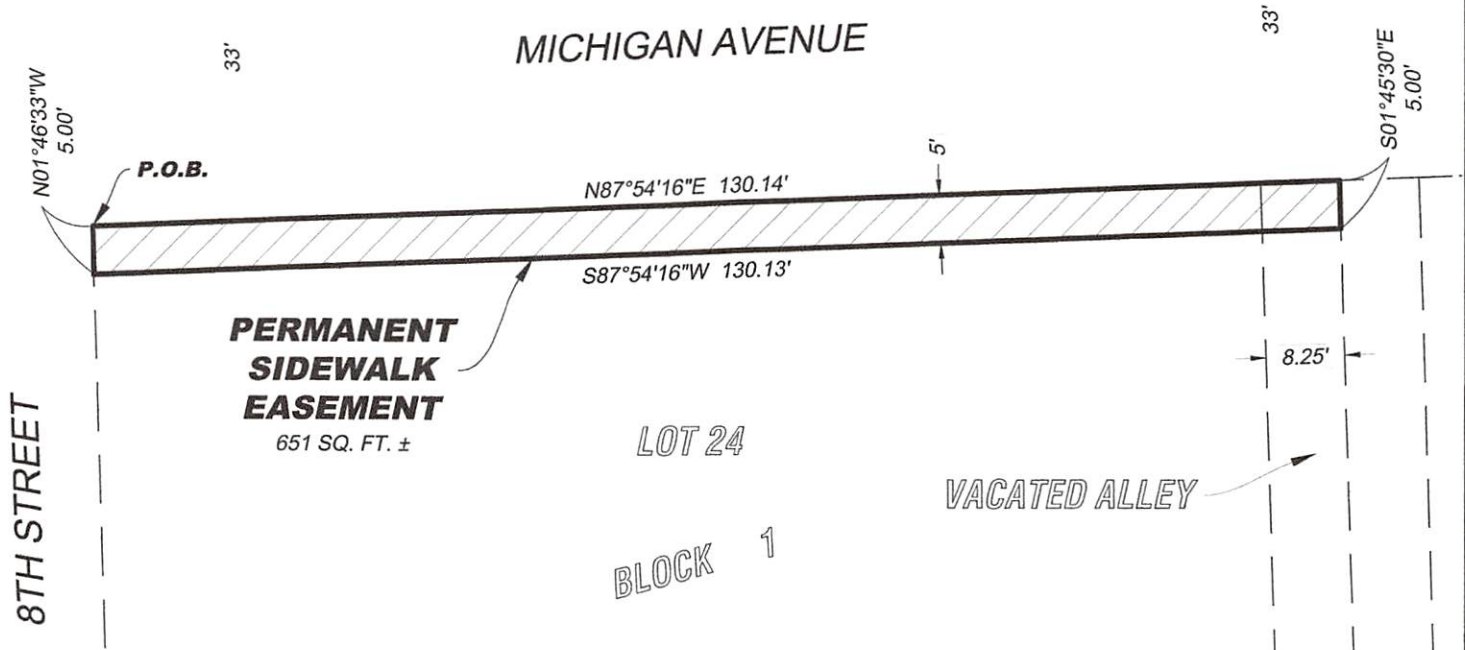
Notary Public – printed name

My commission expires the _____ day of _____, 20____

EXHIBIT A

PERMANENT SIDEWALK EASEMENT IN LOT 24 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

DURLAND'S SUBURBAN LOTS



LEGEND

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

LEGAL DESCRIPTION

THAT PART OF LOT 24 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 130.14 FEET;
 THENCE S01°45'30"E, A DISTANCE OF 5.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 130.13 FEET;
 THENCE N01°46'33"W ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 5.00 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:	JPK 03/10/23

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

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

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

In Lot 1 and part of the vacated alley, Block 1, C.B. Durland’s 2nd Addition, City of Norfolk, Madison County, Nebraska.

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

**THAT PART OF LOT 1 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S01°44'27"E ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET;
 THENCE S87°54'16"W, A DISTANCE OF 130.13 FEET;
 THENCE N01°45'30"W, A DISTANCE OF 5.00 FEET;
 THENCE N87°54'16"E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 130.14 FEET TO THE POINT OF BEGINNING.
 CONTAINING 651 SQUARE FEET MORE OR LESS.**

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

It is further agreed as follows:

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the said party of the first part has hereunto (caused its Corporate Seal to be affixed) and these presents to be signed by its respective officers this 23 day of May, 2023.

CORPORATE ACKNOWLEDGMENT

**River Valley Properties, Inc.,
A Nebraska Corporation**

AUTHORIZED OFFICER:

William F. Fisher

William F. Fisher, President
(Printed Name and Title)

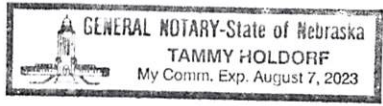
STATE OF NEBRASKA)
) SS
COUNTY OF MADISON)

On this 23 day of May, 20 23, before me, a Notary Public, in and for said County, personally came:

William F. Fisher, President
(Name) (Title)

of **River Valley Properties, Inc., a Nebraska Corporation**, to me personally known to be the respective officer of said corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

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



Tammy Holdorf
NOTARY PUBLIC

[Remainder of Page Intentionally Left Blank]

ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City of Norfolk, Nebraska, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle L. Myers-Noelle, City Attorney

STATE OF NEBRASKA)
)ss
COUNTY OF MADISON)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public, in and for said County and State, personally came Josh Moenning, Mayor and Brianna Duerst, City Clerk of the City of Norfolk, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

Notary Public - signature

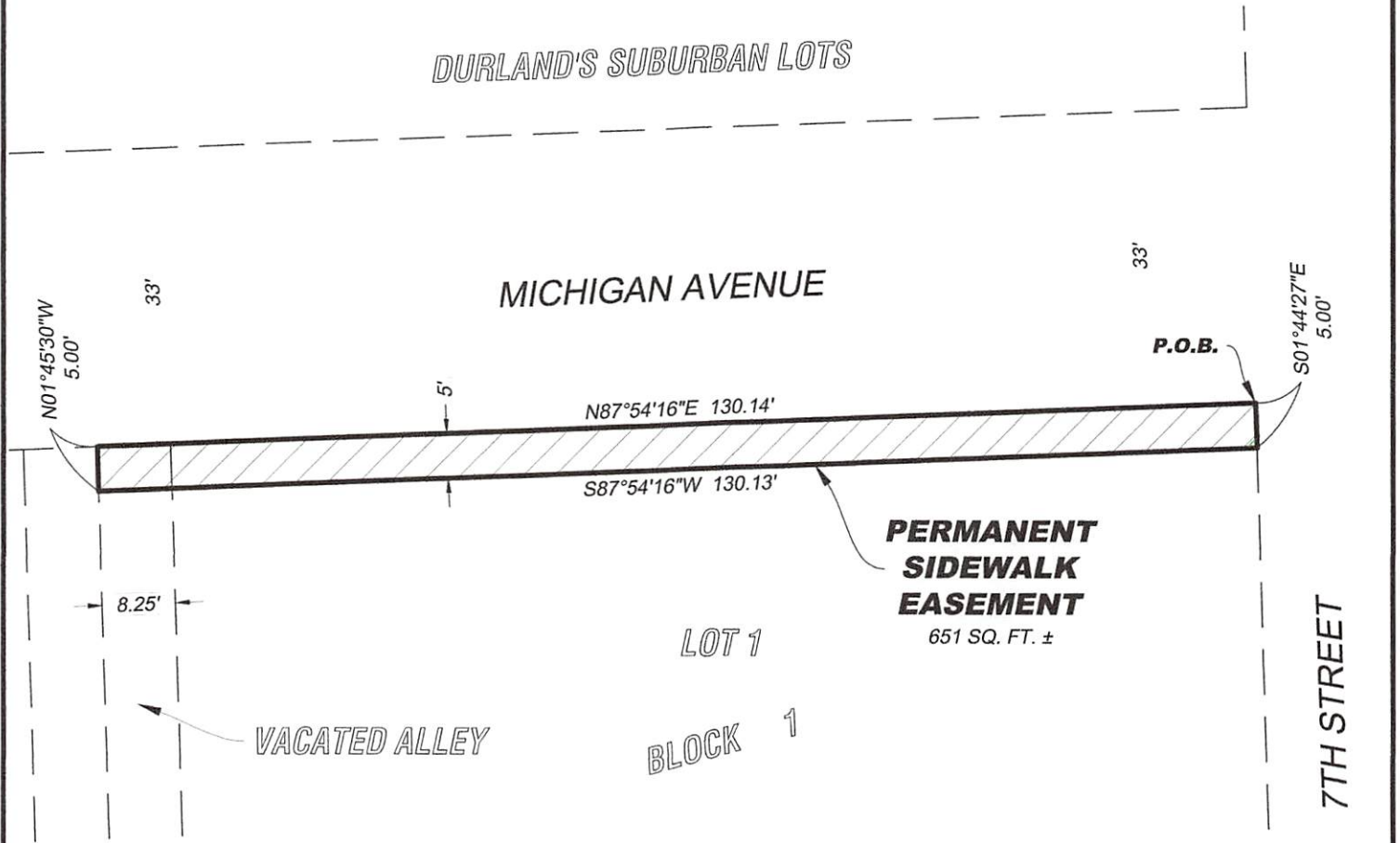
Notary Public – printed name

My commission expires the _____ day of _____, 20____

EXHIBIT A

PERMANENT SIDEWALK EASEMENT IN LOT 1 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

DURLAND'S SUBURBAN LOTS




LEGEND

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

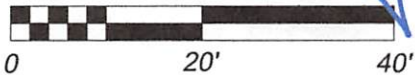
LEGAL DESCRIPTION

THAT PART OF LOT 1 AND PART OF THE VACATED ALLEY, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, C.B. DURLAND'S 2ND ADDITION, CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
 THENCE S01°44'27\"E A DISTANCE OF 5.00 FEET;
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 CONTAINING 651 SQUARE FEET MORE OR LESS.



Kim L. McLaury

SCALE: 1 INCH = 20 FEET





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



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> City of Norfolk - Norfolk Transfer Station Site Improvements 610 East Monroe Avenue Norfolk, Nebraska 68701	CONTRACT INFORMATION: Contract For: General Construction Date: June 11, 2021	CERTIFICATE INFORMATION: Certificate Number: 002 Date: May 25, 2023
OWNER: <i>(name and address)</i> City of Norfolk 309 North 5th Street Norfolk, Nebraska 68701	ARCHITECT: <i>(name and address)</i> JEO Architecture, Inc. 2700 Fletcher Avenue Lincoln, Nebraska 68504	CONTRACTOR: <i>(name and address)</i> Perry Reid Construction, LLC 2930 Ridge Line Rd. #116 Lincoln, Nebraska 68516

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

(Identify the Work, or portion thereof, that is substantially complete.)

Maintenance Building (exterior and interior)

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

JEO Architecture, Inc.		Ryan Dorfmeier	May 15, 2023
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

Not Applicable

WORK TO BE COMPLETED OR CORRECTED

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

Refer to the attached document entitled:

City of Norfolk
Norfolk Transfer Station Site Improvements
610 East Monroe Avenue
Norfolk, Nebraska 68701
Punch List Review of the Maintenance Building and Site, May 15, 2023

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

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

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

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

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 p.m., local standard time on Wednesday, May 31, 2023. All responsibilities for insurance, maintenance, heat, and utilities shall occur to the Owner, except for damage caused by the Contractor’s construction activities.

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

Perry Reid Construction,
LLC

CONTRACTOR (*Firm
Name*)

City of Norfolk

OWNER (*Firm Name*)



SIGNATURE

SIGNATURE

Bryon Casper, Senior
Project Manager

PRINTED NAME AND TITLE

Josh Moenning, Mayor

PRINTED NAME AND TITLE

5-26-2023

DATE

DATE





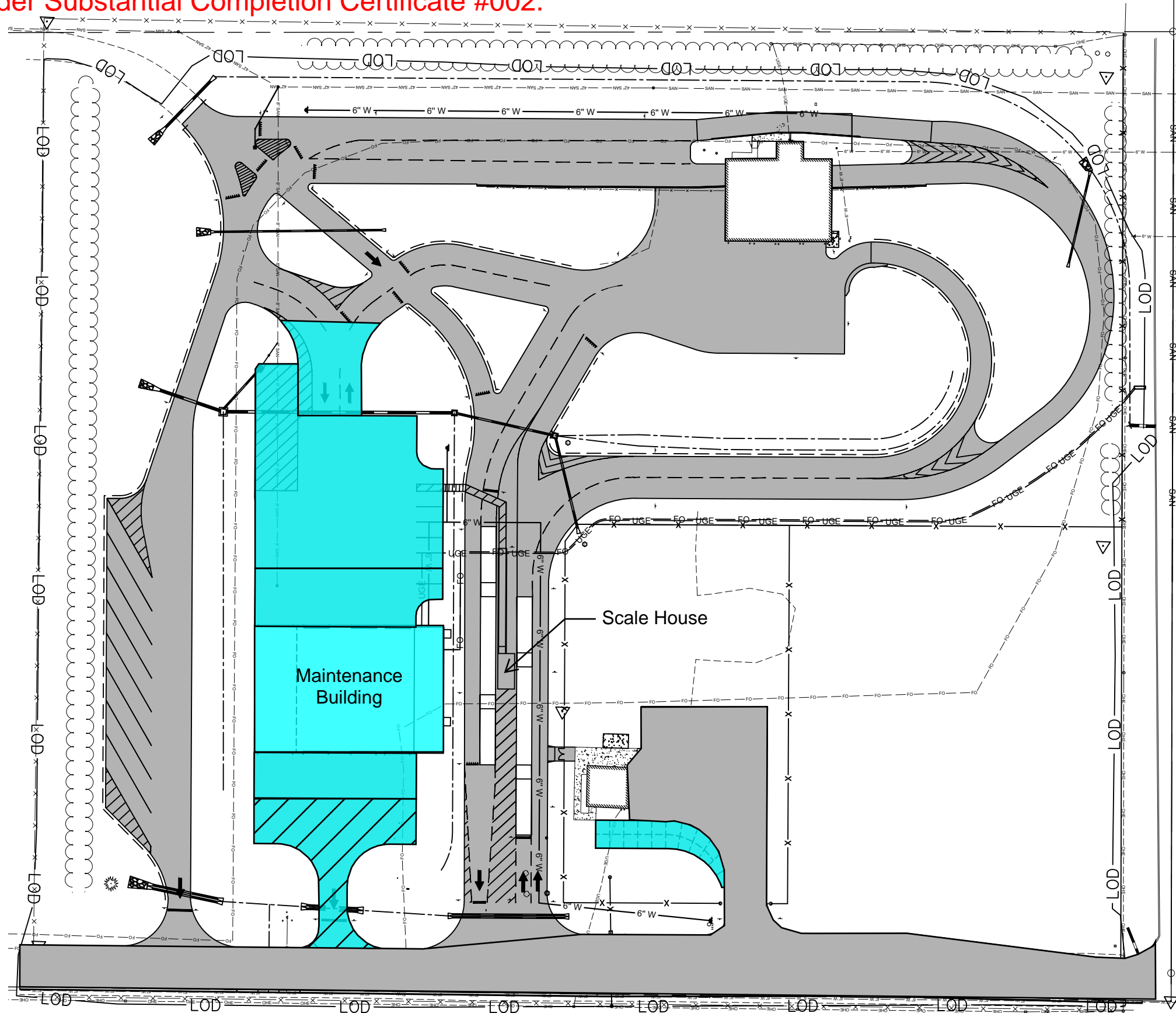
Covered Under Substantial Completion Certificate #001.



Covered Under Substantial Completion Certificate #002.



ITEM CHANGES	
ITEM #1	INNER LOOP CHANGES
ITEM #2	SW GRADING AND DRAINAGE
ITEM #3	MAINTENANCE BUILDING EAST DRIVE
ITEM #4	YARD WASTE MODIFICATIONS
ITEM #5	PERIMETER FENCING ADJUSTMENTS
ITEM #6	ELECTRICAL CHANGES
ITEM #7	ENTRANCE ROAD DRAINAGE
ITEM #8	PAVEMENT MARKINGS AND SIGNAGE ADJUSTMENTS



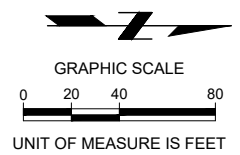
2022
 PROJECT CHANGES
 TRANSFER STATION
 NORFOLK, NEBRASKA

EXHIBIT 1 - KEY MAP

PRELIMINARY
 NOT FOR CONSTRUCTION
 PRELIMINARY

DATE:
 2/3/2022

PROJECT NO.
 DATE 2/3/2022
 DRAWN BY CLM
 FILE NAME S_181739.dwg
 FIELD BOOK
 FIELD CREW
 SURVEY FILE NO.
 PLAN IN HAND
 INITIALS
 DATE
 70 PERCENT REVIEW
 INITIALS
 DATE
 95 PERCENT REVIEW
 INITIALS
 DATE
 REVISIONS



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Know what's below.
 Call before you dig.

Policies of the Norfolk Public Library

Non-Discrimination Statement.....2

Getting a Library Card and Checking out Materials

- Library Card Policy 2
- Circulation Policy..... 4
- Confidentiality of Patron Records..... 7
- Materials Selection Policy..... 7
- Request for Reconsideration of Library Materials.....9
- Gift Materials.....10

Using the Library Facility and Technology

- Bulletin Board Use.....10
- Library Displays.....10
- Copier & Fax Machine Use.....11
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- Public Computer & Internet Use Policy.....14
- Tobacco Free Policy.....16
- Safe Child Policy.....16
- Library Closings Policy.....17
- Library Programs Policy.....17
- Volunteer Policy.....18
- Safety Information.....19

Approved by the Citizens Library Advisory Board on ~~March 9, 2020~~May 8, 2023.

Approved by the Norfolk City Council on ~~March 16, 2020~~.

~~03/2021~~05/2023

1

Non-Discrimination Statement

The Norfolk Public Library does not discriminate on the basis of sex, gender, race, color, national origin, religion, or physical disability. The Library building is and shall be fully accessible to the physically disabled. Persons with a physical disability shall be provided with all necessary assistance in using Library equipment and materials.

Getting a Library Card and Checking out Materials

Library Card Policy

Library Card Registration

A Library Card provides full access to the Library's collections and services. It allows the card holder to check out Library materials, use the public computers, and access online services. Patrons borrowing items from the Library are using and taking home the assets of the citizens of Norfolk. Each person requesting a Library card must be physically present and must provide proper photo identification, proof of current residential address, and a completed and signed registration form before any item can be borrowed.

By signing the registration form, the patron is agreeing to:

- Return all items borrowed on or before the due date or to pay the overdue fines assigned.
- Pay the assigned value for any items checked out on the patron's Library card that become damaged or lost.
- Be responsible for any items checked out on the patron's Library card and notify the Library immediately if the card has been lost.
- Inform the Library of any changes in address or other contact information.
- Obey all Library policies and regulations.

Requirements for Proper Identification

A State-Issued Identification Card or Driver's License is the preferred form of identification. Other forms of photo ID can be accepted when presented in combination with a proof of current residential address listed below.

Requirements for Proof of Current Residential Address

There is no local residency requirement for obtaining a Norfolk Public Library card. Anyone who works or lives in northeast Nebraska may get a Library card at no charge. Library staff can accept the following as proof of current residential address:

- address printed on a state-issued ID or Driver's License,
- printed personalized checks,
- a piece of mail cancelled by the Post Office within the last 30 days,
- a bill that bears the registrant's name and address received in the last 30 days,
- car registration, or
- an insurance card.

If the applicant receives mail at a Post Office Box, they must provide proof of their current residential address in addition to their PO Box number.

Library Cards for Children

There is no age threshold for obtaining a Library card. Each child requesting a Library card must be physically present. A child's Library card allows access to the full Library, including access to the Library's internet-enabled computers. Children age 15 and younger must be accompanied by a parent or legal guardian when getting a Library card. This parent or guardian must be able to show proper identification and proof of current residential address for themselves and sign the child's registration form in order to obtain a Library card for the child. The person signing the child's registration form is legally liable for any and all charges and fees on the child's Library card.

Minors ages 16 - 18 will be issued a Library card without a parent's signature provided they are able to present proper identification and proof of current residential address. Otherwise, a parent or guardian must accompany them and be able to show proper identification and proof of current residential address for themselves and sign the child's registration form in order to obtain a Library card for the minor.

Library Cards for College Students

College students with a temporary local college address will be issued Library cards by providing the required identification and proof of residential address listed above. If they do not have proof of their temporary local college residence, they may provide proof of their permanent home address instead. On the registration form, they should list the temporary local college address as their primary address and list the permanent home address as an alternate address.

Library Cards for those with a Temporary Local Address

The Library will issue cards to patrons staying at a temporary local address provided they are able to meet the requirements for patron registration including showing proper identification and proof of the current residential address. A letter from the director of the institution where they are staying or, for those here for short-term work assignments, a piece of mail addressed to the applicant with the short-term address will meet the requirements for proof of current residential address.

With the agreement of the staff at the Norfolk Rescue Mission, the Library will not issue Library cards to temporary residents of the Mission. Long-term residents of the Norfolk Rescue Mission's year-long program will be able to obtain a Library card by providing a photo ID and a letter on the Rescue Mission's letterhead stating they are a participant of that long-term program.

The Library Director will make the final decision if there are questions about whether a Library card may be issued under this policy.

Library Cards for Organizations

The Library can issue a group card to an organization when a qualified representative of that organization makes a formal request to the Library Director and agrees to take financial responsibility for all material checked out on the card. Library cards for organizations are subject to the same responsibilities and limitations as all other Library cards.

Digital Access Only Card Registration

A Digital Access Only Card allows patrons to use the Library's public computers and electronic resources, including ebooks, but not borrow any physical items. For this type of Library card, a ~~photo ID and~~ completed registration form ~~are~~^{is} required, but no proof of address is needed. A photo ID is requested if available, but this is not required if a photo ID is not available or if the patron is applying for a Digital Access Only Card through the library's website. A Digital Access Only Card can be converted to a regular Library Card at any time when the patron presents the required proof of address and/or photo ID.

Presentation of Library Card or Photo ID

Library patrons should present their Library card in order to borrow Library materials. If the card is not present, a photo ID should be shown in order to borrow Library materials. In the event that neither the Library card or a photo ID are able to be presented, Library staff may ask for identifying information, including address, birthdate, etc. to validate a patron's identity. Patrons are allowed to give their card to another person to borrow materials on their behalf or pick up materials being held for them, although patrons must keep in mind that they are responsible for all items checked out on their card even if they did not personally check them out. Since Library staff cannot know what permissions each Library user has, the Library staff assumes that the person in possession of the Library card has the cardholder's permission to use it. If a patron loses a Library card, he/she must notify the Library immediately to prevent its unauthorized use.

For the protection of each person's account, patrons may not pick up materials on hold for another person or check out materials on another person's Library card unless they present that person's Library card.

Lost Card Replacement

Patrons who have lost their Library card must purchase a replacement card. Although a photo ID may be presented or Library staff may ask for identifying information in order to check out materials, this is allowed only as a temporary convenience until a new card can be purchased. In order to obtain a replacement Library card, a patron will be required to show a photo ID and pay a \$1 replacement fee.

Circulation Policy

Check Out Limits

Patrons may check out the following number of items at any one time:

- Books - unlimited
- Audio Books - 25
- CDs - 10
- DVDs – 3
- Magazines - 3
- Video Games – 1
- WiFi HotSpots – 1
- Board Games - 1

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Check Out Loan Periods

- Books and Audio Books may be checked out for a period of two weeks, and may be renewed two times if there are no holds on the item. Each renewal period is for two weeks.
- Magazines, video games, board games, DVDs and CDs may be checked out for a period of one week and cannot be renewed.
- WiFi Hotspots may be checked out for a period of three weeks and cannot be renewed.
- Any overdue item that has received a Final Overdue Notice may not be renewed, regardless if it has had any previous renewals or not. Once the Final Overdue Notice is sent, the item must be returned or paid for.
- A patron may not check in an item and then immediately check it out again. Items must be returned to the shelf so they are available to other patrons.

Overdue Notices and Fines

Items are considered overdue one day after the due date, and fines begin to accrue at that time.

Overdue Fines are as follows:

- DVDs, CDs, Board Games & Video Games: \$0.25/day up to a maximum of \$5
- Books, Magazines, & Audio Books: \$0.10/day up to a maximum of \$5
- Hotspots: \$1/day up to a maximum of \$25

Overdue items that have received a Final Overdue Notice must be returned and fines must be paid before patrons can check out any new materials or use the public computers.

Overdue Notification and Ordinance Violation Process

Patrons will be notified by the Library if they have overdue items.

First Notice Sent: ~~For DVD's, Video Games, CD's, Magazines, and Hotspots the first overdue notice is sent after the item is 2 days overdue. For books and audio books, the first overdue notice is sent after the item is 7 days overdue. The first overdue notice is sent after the item is 2 days overdue.~~ The first notice is sent by US Postal mail, email, or text message depending on what the individual patron has requested.

Second Notice Sent: ~~For DVD's, Video Games, CD's, Magazines, and Hotspots the second overdue notice is sent after the item is 16 days overdue. For books and audio books, the second overdue notice is sent after the item is 21 days overdue. The second overdue notice is sent two weeks after the first notice when the item is 16 days overdue.~~ The second notice is sent by US Postal mail, email, or text message depending on what the individual patron has requested.

Final Notice Sent: ~~For DVD's, Video Games, CD's, Magazines, and Hotspots the final overdue notice is sent after the item is 30 days overdue. For books and audio books, the final overdue notice is sent after the item is 35 days overdue. The final overdue notice is sent two weeks after the second notice when the item is 30 days overdue.~~ The final notice is sent by US Postal mail, ~~or email, or text message~~ depending on what the individual patron has requested. If the final notice is sent by email or text message, a paper copy is also sent through the US Postal mail.

Ordinance Violation Process: If, following the final overdue notice, the items have still not been returned or paid for, an additional letter is mailed by US Postal mail. The letter advises the patron that arrangement for the return or payment of the items must be made within seven

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days or the matter will be turned over to the Norfolk City Attorney. If, within that time frame, a suitable arrangement for the return or payment of the items is not made, then the matter is turned over to the Norfolk City Attorney to be prosecuted as an Ordinance Violation pursuant to Norfolk City Code Sec. 12.5-9.

Lost & Damaged Material Charges

For items that are damaged or missing pieces, Library staff will assess the damage and assign a charge based on the cost of repairs.

For items that are damaged, but still able to be circulated, the following fees will apply:

- Replacing a damaged or missing insert in a DVD, Videogame, or CD - \$5
- Repairing minor tears on pages or liners - \$0.50 per page
- Cleaning spills, stains, or removing pencil or crayon - \$0.50 per page
- Replacing a barcode, RFID tag, or other Library label that has been removed - \$2
- Replacing a Board Game Box - \$7
- Replacing a Card Game Box - \$4
- Replacing a missing Board Game piece, token, or card - \$0.50
- Replacing an Board Game Instruction Booklet or Content List - \$0.50/page
- _____

In the case of other damages that can be repaired, Library staff will assess a charge based on the estimated cost of labor and materials needed for those repairs.

For items that are damaged beyond repair, missing essential pieces, or lost, patrons are charged for the full retail price of the item at the time it was purchased, and as is listed in the item's record. ~~Items that have water or other liquid damage, are returned wet, or show the presence of invasive pests will not be returned to circulation. Because of the risk of damage to the rest of the Library's collection, these items will be discarded and the patron will be charged the full replacement cost of the item.~~ Items are considered damaged beyond repair when stains, tears, or other damage cause significant disruption of the enjoyment in the material for other patrons, when liquid damage has the potential to grow mold and therefore risk mold spreading to other items in the collection, or when the material shows the presence of invasive pests and may therefore risk pests spreading to other items in the collection. Due to the cost to prepare materials for circulation, patrons cannot purchase replacement items to be substituted for the lost or damaged item. If a lost item is paid for and later found, the item cannot be returned for a refund and becomes the property of the patron.

When an item's exact cost is unable to be determined, the following amounts will be used:

- hardback books \$25.00
- paperback books \$7.50
- compact discs \$20.00
- DVDs \$25.00
- video games \$35.00
- reference books \$40.00
- audio books \$40.00
- maps \$10.00
- Hotspot \$50
- Hotspot charging cord and/or plug-in \$25
- Board Games \$15

Commented [JC1]: This is actually not an addition. It exists in the current policy, but it was not part of the original document I was working with and so shows up as "new" when using "track changes."

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If a lost item is paid for and later found, the item cannot be returned for a refund and becomes the property of the patron.

Holds and Pickup Notices

Patrons may place a hold on any item they want to borrow ~~that is currently checked out~~. This can be done through the online catalog or by calling the library. When an item on hold is ready for the patron, a Pickup Notice will be sent. The Pickup Notice will be sent by US Postal mail, email, or text message depending on what the individual patron has requested.

Patrons are given seven days from the date the Pickup Notice is sent to check out an item they have on hold. Any item not checked out within seven days will be given to the next patron on the holds list or put back into circulation if there are no other holds on the item.

Interlibrary Loan

For items that the Library does not own, patrons may request an Interlibrary Loan in which the Library borrows the requested material from another Library. Patrons must have an active library card with no outstanding fees in order to use this service. Patrons will be notified when their item arrives through whatever method they have chosen to receive library notices, either US Postal Mail, email, or text. Any item not picked up within seven days of notification will be returned to the lending library. Patrons are limited to three Interlibrary Loan Requests at a time. The library reserves the right to restrict access to this service, and/or to charge a patron for return postage, if items are requested and not picked up more than three times. There is no fee for this service, but overdue charges, lost fees, and damaged fees all apply to materials borrowed through Interlibrary Loan.

- ~~• Materials requested but not picked up are charged a \$3 handling fee to help cover postage costs.~~
- ~~• Materials returned more than one week late are assessed a \$3 overdue fee.~~
- ~~• Damaged and Lost Charges will be determined by the owning Library.~~

Confidentiality of Patron Records

Nebraska State Statute 84-712.05 (11) and the Norfolk Public Library protect the privacy of Library users. Information related to a person's use of the Library's materials and services (including information sought, materials used, or Internet usage) is confidential and can be disclosed only under certain circumstances.

When necessary for the recovery of lost or stolen Library materials, or when illegal activity involving the Library takes place, the Library Director may authorize disclosure of information to federal, state, or municipal authorities.

In all other situations, a valid subpoena or court order is required to disclose or release Library records. All Library staff members are to refer any request for such records to the Library Director. Upon receipt of such order or subpoena, the Library Director may consult with the City

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Attorney's Office to determine if such order or subpoena is in proper form and if there is a showing of good cause for issuance.

Materials Selection Policy

The Norfolk Public Library Materials Selection Policy is based on the following principles: Materials are selected which provide for the interest, information, enlightenment, entertainment, education, development, enrichment, and/or self-improvement of all Library patrons, within budgetary constraints and availability of materials.

It is the intent of the Library to stock materials presenting diverse viewpoints on all subjects and to attempt to satisfy a wide variety of patrons with differences in tastes, interests, reading levels and purposes. Selection of materials does not constitute or imply agreement with or approval of the content, viewpoint, implications, or presentation of the materials. Library materials will not be labeled, marked or otherwise identified to show approval or disapproval of the contents, and no cataloged item will be sequestered, except for the express purpose of protecting it from injury or theft.

The freedom to read, along with the freedom to hear and to view, is protected by the [First Amendment to the Constitution of the United States](#). This freedom, essential to our democracy, will be upheld in the selection and accessibility of all Library materials. In this regard, the Library upholds the principles of the American Library Association's [Library Bill of Rights](#), [Freedom to Read](#), and [Freedom to View](#) Statements.

The Library staff does not serve *in loco parentis*. It is the parent(s), and only the parent(s), who may restrict their children, and only their own children, from access to Library materials. Responsibility for children's use of Library materials rests with their parent(s) and/or legal guardian(s). Selection will not be inhibited by the possibility that materials may inadvertently come into the possession of children.

The Library is not a judicial body. Laws governing obscenity, subversive materials, and other questionable matters are subject to interpretation by the courts. Consequently, no challenged material will be removed from the Library for complaints of obscenity, pornography, subversiveness, or any other category covered by law until after receipt of an independent court order. Conversely, materials previously judged unlawful will not knowingly be selected.

In accordance with the above principles, the following policies apply in regard to materials selection for the general Library collection.

General Selection Guidelines

As budgetary and shelving space constraints limit the purchase of materials, the selections made follow the aforementioned principles while attempting to maintain diversity, quality and responsiveness to patron interest patterns. As such, selections are made on the basis of any one, several, or all of the following considerations:

- Diversity is pursued by attempting to meet the needs of all ages, backgrounds, and educational levels, by providing as many subject fields as possible, and by providing alternative perspectives as well as popular materials. The collection represents various

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opinions and viewpoints on all issues of general concern and should broadly reflect the various ethnic and social groups in the City.

- Quality is pursued by applying professional discretion and standards established by the Library profession and through the use of appropriate selection aids, including book reviews, best seller lists, award lists, etc.
- The Library staff responds to community interests by careful consideration of the following: patron requests for purchases, use patterns for existing materials, purchase trends of similar materials from retailers, and any other source of information indicating community interests.
- Reflection of the community is pursued by specially considering materials that possess significance due to the locality of the author, illustrator, publisher, subject or setting.
- Undue duplication of materials is avoided, either in the Library itself, or with other institutions in the community. Esoteric or very technical works, and materials available elsewhere to special interest groups, are generally excluded from the collection. Materials may also be excluded if the existing collection already covers the field. The Library's Interlibrary Loan service is available to supplement our local collection as needed.
- Materials with formats that do not conform or lend themselves to Library use are usually excluded.
- Gifts, unsolicited donations, and citizen suggestions for purchases are all evaluated under the same policies, principles, and selection criteria as regularly purchased materials. Gifts and donated materials not added to the collection are disposed of at the discretion of the Library and in the manner chosen by the Library Director.

Specific Selection Criteria

Materials selections are made on the basis of any one, several, or all of the following specific criteria:

- A positive review in at least one standard Library review journal, including, but not limited to, Library Journal, Publisher's Weekly, Kirkus Reviews, Booklist, School Library Journal, or Horn Book.
- Awarding of a significant literary honor or other significant honor appropriate for the form of the work (Grammy, Pulitzer, Academy Award, etc.).
- A high standard of quality in content, expression and physical attributes.
- Contents that are timely, accurate, and representative of various viewpoints.
- Significant reputation of the author, editor, publisher, producer or illustrator.
- Contemporary significance, potential usefulness, appeal or cultural value of the title.
- Reasonable cost with regard to budget restrictions.
- Appearance on a *Best Seller* list as a reputed indicator of potential demand.

Formats collected include books, periodicals, newspapers, maps, audio and video recordings, graphic novels, video games and online databases. These formats may be collected in physical print form or in electronic form. New and/or emerging formats will be considered when appropriate. The collection does not include items that will not withstand circulation.

Responsibility for Selection

Various Library staff members, using the guidelines and principles above, select materials for the Library. Adequately trained professional staff exercise the selection authority delegated to them, but the final responsibility for selection resides with the Library Director.

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Intended Audiences

In general, material selected for the Juvenile area has a target age range of birth to 12 years old and material selected for the Young Adult area is intended for ages 13 and up. However, many factors affect what material is appropriate for an individual child, including reading level, maturity and personal beliefs. The Library staff cannot act in place of the parent in selecting what material is appropriate for a particular child. Responsibility for children's use of Library materials, regardless of format, rests with their parent(s) and/or legal guardian(s).

Removing Items from the Collection

Library materials are continuously assessed for their condition, accuracy, currency, and use within the context of the total Library Collection. Items may be withdrawn from the collection for any of these reasons. This continuous evaluation of materials is necessary to maintain a collection that is useful and relevant to the Library's patrons, as well as maintaining a collection size that fits within the current area available for housing materials.

Request for Reconsideration of Library Materials

~~If any patron believes that the Library has not followed the above-stated Materials Selection Policy in the selection of Library materials, he/she may speak with the Library Director. If the patron is not satisfied by the result of this first step, a Materials Complaint Form, available on the Library's website or from the Library Secretary, may be filled out and submitted to the Library Board. The Library Board will consider each request in terms of the criteria outlined in this Materials Selection Policy, and will provide a timely, considered response to the patron. A reconsideration process is available if any patron believes that library resources are being provided or excluded in a way that does not align with the library's policies. In this case, a Request for Reconsideration Form may be obtained from the library. This form, once completed, will be promptly reviewed by the Library Director. The Library Director will attempt to resolve the complaint directly with the patron. If the patron is not satisfied with the response provided, and/or if the Library Director decides that the situation warrants the input of the Citizen's Library Advisory Board, either or both parties may bring the request to the attention of the Board. A customer requesting the attention of the Board may also ask for an opportunity to address the Board at one of its regularly scheduled meetings. The Board will consider each request in terms of the criteria outlined in the library's policies, provide a written response to the patron, and work with the Library Director to take any further action warranted by the particular circumstances.~~

Gift Materials Policy

The Library accepts unrestricted gifts of books and other materials with the understanding that they will be added to the Library collection only as needed. Gifts and unsolicited donations are all evaluated under the same policies, principles, and selection criteria as regularly purchased materials. Gifts and donated materials not added to the collection are disposed of at the discretion of the Library and in the manner chosen by the Library Director.

The Library does not normally accept gifts of money, art, or other property, and donors are encouraged to have these gifts handled by the Norfolk Library Foundation, a non-profit corporation established for the primary purpose of accepting such gifts and using them for the benefit of the Library.

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For anyone wishing to present the Library with books or other items as memorials or tributes to loved ones, the Library staff can assist in selecting appropriate items. Items purchased as memorials are offered for checkout to the donor before being put into regular circulation. The donor may also request a bookplate to be placed inside the item indicating the donor and occasion of the gift.

Using the Library Facility and Technology

Bulletin Board Use

The public bulletin boards, including the area provided for handouts, are provided for the use of the community to share information about civic, educational, cultural, or recreational activities and resources. All items posted on the bulletin board must be approved by Library staff before posting.

The Library staff will determine what may be posted according to the priorities listed above and other considerations including available space, size of the item, date of the event if applicable, and how long the item is to be posted. The final decision on the display of any item shall belong to the Library Director.

The following kinds of material may not be posted:

- Political advertising. However, announcements of nonpartisan or bipartisan informational events such as candidates' forums, debates, etc., are encouraged.
- Commercial or business advertising, including sales flyers.
- Lost and/or found announcements
- Job openings

Library Displays

Community displays placed in the Library's display cases may be provided by individuals, non-profit organizations, and community groups for the enlightenment, education, and interest of the general public. Community displays may not be placed in the lobby or other places throughout the Library. Community displays are organized and scheduled by Library staff.

Book displays are provided by Library staff and/or trained volunteers in order to highlight portions of the Library's collection. Books selected for display should follow the same criteria as laid out in the Materials Selection Policy regarding quality, diversity, and community interest.

No displays may be used to promote singular viewpoints, opinions, or political stances or to promote a business.

Copier & Fax Machine Use

The fax machine and copy machine are provided for public use. The Library contracts with businesses to provide these machines for the public, and the prices for their services are set by those businesses. As with other Library resources, Library staff will assist patrons needing help, but cannot perform the fax or copy service for them.

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Meeting Room Policy

The Library welcomes public use of its meeting rooms in line with the Library's ~~mission to~~ engage the community through learning opportunities, connection to resources and technology, and cultural enrichment.

Meeting and Study Rooms are available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use. Allowing the use of these spaces by the public does not constitute or imply that the Library or City of Norfolk is in agreement with or approves of the content or viewpoint of the group, individual, or presentation.

Description of Rooms

Meeting Room A – The largest of the meeting rooms, this room can seat up to 75 people auditorium style or 36 people classroom style. The room is equipped with a laser projector, screen, Blu-Ray player, microphone, sound system, and Wi-Fi. This room has a kitchenette that includes a refrigerator, microwave, and warming oven. No utensils, paper goods, or dishes are provided.

Meeting Room B – The smallest of the meeting rooms, this room can seat up to 15 people auditorium style or 12 people around a conference table. This room has a TV for sharing presentations and Wi-Fi.

Meeting Room C – This meeting room can seat up to 60 people auditorium style or 30 people classroom style. The room is equipped with a laser projector, screen, Blu-Ray player, microphone, sound system, and Wi-Fi.

Meeting Rooms A, B, and C can be combined to form one large space, with a total seating capacity of 200 people auditorium style or 72 people classroom style.

Study Rooms 1, 2, and 3 – These small study rooms seat 6-8 people around a conference table and are equipped with a TV for sharing presentations and Wi-Fi.

Study Room 4 - This small study room seats 4 people around a table and is equipped with Wi-Fi.

Who May Use the Meeting and Study Rooms

Meeting Rooms: Meeting Rooms are available to the following groups and organizations:

- Government agencies;
- Non-profits organizations, civic groups, and service clubs;
- Educational, recreational, or hobby groups from the community (i.e. homeschooling groups, book clubs, writing groups, etc.);
- For-profit businesses may use a room if it is needed for continuing education or training purposes for their current employees. No other use by a for-profit business is allowed.

The reservation must be made on behalf of the organization by a member of the organization who is at least 16 years old. Meeting Rooms may be used for meetings, programs or events that are private or open to the public.

Study Rooms: Study Rooms are available to the groups and organizations listed above as well as individuals ~~for the purposes of quiet study space and small group meetings~~ and study groups.

Prohibited Uses of the Meeting and Study Rooms

The following activities are prohibited in the Library's Meeting and Study Rooms:

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- Using the rooms for commercial purposes, including but not limited to, the sale of goods or services and meeting with existing or potential business clients, and non-governmental attorney depositions. It is allowable to have sales that are part of a Library-sponsored program, like an author selling their books during an author visit, with permission from the Library Director ~~are allowed within the context of that event;~~
- Programs promoted as educational in nature, but that seek to sell a particular product or recruit attendees to sell products for a direct sales company;
- Admission fees, unless pre-approved by the Library Director;
- Political campaigning, defined as advocating for or against a political candidate actively running for office. It is allowable to have although multi-party debates, forums with all candidates invited, or similar events with permission from the Library Director ~~are allowed;~~
- Private parties of a strictly social nature. (i.e. baby showers, birthday parties, etc.)

Library staff will make reservations using these guidelines. Where there is a question involving proper use of the meeting rooms, the decision will be made by the Library Director.

Terms and Conditions for Using the Meeting and Study Rooms

- A reservation must be made in order to use Meeting Rooms A, B, or C. The reservation must include the person's name, phone number, purpose of the meeting, and the name of the organization.
- Study Rooms 1-4 may be reserved in advance. The reservation must include the person's name, phone number or email, and purpose for using the study room. If no reservations are made, the rooms are open on a first-come, first-served basis to patrons using the Library.
- Groups or individuals may have 3 total active reservations at a time and may make reservations up to 6 months in advance.
- Any publicity for an activity in one of the meeting rooms that is not sponsored by the Library must clearly indicate the sponsoring organization and must not in any way imply sponsorship of the activity by either the Library or City of Norfolk.
- Persons using the meeting rooms are responsible for all set up of tables and chairs. Study rooms do not require or allow different room configurations.
- Permission must be obtained from Library staff before anything may be adhered to a wall, furnishing, or piece of equipment, or before bringing in any additional furnishings or equipment.
- Food and non-alcoholic drinks are permitted. If the kitchenette in Meeting Room A is needed for food preparation, then the reservation must be made for that room. Please see the room descriptions for more information on what is included in the kitchenette.
- The meeting and study rooms must be left clean and neat following use, including cleaning up after any food or beverages. If not, a custodial fee for the cost of the clean-up, and not less than \$25, will be charged. Repeated offenses will result in being denied future use of the facility.
- Persons using the meeting or study rooms are responsible for any damage to the facility and its furniture, equipment, and other contents.
- The Library and The City of Norfolk assume no responsibility for property or personal belongings of any kind brought into the Library building by any person or group making use of the Library's facilities or attending any function at the Library.
- Storage of any equipment or furniture not belonging to the Library is not permitted, except for official Madison County voting equipment left overnight.
- Use of the Meeting Rooms outside of regular operating hours requires permission from the Library Director. A Library staff member or a City of Norfolk staff member of division head or higher level must be present during any off hours use of the meeting rooms. Use of the study rooms outside of

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regular operating hours is not permitted. Unless needed for Library or City of Norfolk purposes, no meeting room reservations may be made on Sundays due to the limited hours and staffing.

- The Library Director or the Director's authorized representative may deny use of the facility, including stopping an activity in progress, to anyone violating these rules or behaving in a way that violates the Library's Code of Conduct Policy.

Code of Conduct

Anyone using the Library facility and grounds should at all times be respectful of the people and property around them. In an effort to provide all customers with a facility that is safe, pleasant, and conducive to Library use, the following guidelines must be observed:

- A shirt and shoes must be worn at all times while in the Library.
- Food and drink can be enjoyed in the café, courtyard, meeting rooms, and study rooms. Only covered beverages are allowed in the rest of the Library.
- Any activities illegal under federal, state, or local laws are also illegal in the Library, specifically including:
 - theft or mutilation of City property;
 - possession of illegal drugs or drug paraphernalia;
 - consumption of alcohol on public property;
 - disturbing the peace; and
 - disorderly conduct.
- The Library specifically prohibits:
 - Use of tobacco and vaping products in the Library,
 - Use of Library telephones for anything other than urgent calls or for children needing to call parents,
 - Carrying weapons of any kind,
 - The presence of animals that are not specifically registered service animals,
 - The misuse of restrooms, such as for laundering clothes and bathing,
 - Leaving children unattended,
 - Loud conversation,
 - Abusive language or behavior, Engaging in disruptive conduct which interferes with other patrons using the Library, and
 - Sleeping in the Library.

Consequences

1. **First Offense:** A person behaving inappropriately will, unless the offense is severe, be given one verbal warning.
2. **Second Offense:** If the person continues to disregard the Library's rules after a warning, he or she will be asked to leave the Library for the remainder of the day.
3. **Third Offense:** If, after returning to the Library, the person disregards the Library's rules again, he or she will be banned from the Library for a period of thirty days.
4. **Fourth and Repeated Offenses:** Patrons that continue to disregard the Library's rules will be banned from the Library for six months.

Patrons banned from the Library must promptly leave the building or the police will be notified to remove the person and issue a No Trespassing Warrant.

Severe violations of this policy will not require a warning and will result in the person being required to leave the Library immediately. In any case where a violation involves possible criminal behavior (destruction of property, assault, etc.), the police will be notified immediately. Repeat offenders may be brought before the City Attorney for possible prosecution. Permanent exclusion from the Library will happen only after a person has been allowed due process.

Public Computer & Internet Use Policy

Access to the internet has become a necessary information and communication portal. Serving as a free, reliable place for connecting to the internet has become integral to the Library's mission of providing access to information.

The internet is a largely unregulated medium. The Library does not select the resources available on the internet in the way that it selects material for its Library collection and so cannot verify the validity of information found online. Patrons are encouraged to be smart information consumers when evaluating information provided on a website.

The Library recommends that patrons safeguard their privacy by not entering personal information into sites that are untrustworthy, by reading closely any disclosures or agreements required by websites, and by never divulging credit card numbers, social security numbers, addresses, or phone numbers to unknown persons met online.

Rules for Use

Patrons should use their Library card to access the public computers. If a patron does not have their Library card present, Library staff may look up their account using their photo ID. In the event that neither the Library card or a photo ID are able to be presented, Library staff may ask for identifying information, including address, birthdate, etc. to validate a patron's identity. Library accounts must be free from overdue materials and any fees in order to use the computers. Please see the Library Card policy for the types of Library cards available and the requirements for each. ~~For visitors to the Library who need only a one-time access to the computers, Library staff can provide one Guest Pass.~~

Patrons may have up to ~~two 55-minute sessions~~2 hours 120 minutes per day on the public computers.

There is no fee to use the public computers. Printing charges are ten cents per page for Black & White prints and fifty cents per page for Color prints.

As with other resources in the Library, Library staff can assist patrons in using the computer when needed, but cannot fill out forms or type in personal information for patrons.

Non-Acceptable Use

Using the Library's public computers to violate any Federal Laws, State Statutes, or City Ordinances is prohibited, including those regarding obscenity, child pornography, and delivery of harmful content to minors.

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Due to the public setting of the computers and the presence of children in the Library, viewing of certain materials is prohibited. Under Nebraska State Statute ([NRS 28-808](#)), it is illegal to distribute or exhibit material that is harmful to minors, or to be reckless about whether a minor is present who will be offended or alarmed by the display of harmful material. Harmful material includes any communication consisting of nudity, sex, or excretion that (i) appeals to the prurient interest of minors, (ii) is patently offensive to prevailing standards in the adult community with respect to what is suitable material for minors, and (iii) lacks serious literary, artistic, political, or scientific value for minors. (See <https://www.justice.gov/criminal-ceos/citizens-guide-us-federal-law-obscenity> for detailed information.)

Patrons may not damage or alter any of the computer equipment, software, or systems, and will be held responsible for any damage, including the cost of repair or replacement of any damaged computer hardware or software.

Use of the Library's computers is also governed by the Library's Code of Conduct policy, which prohibits:

- Loud conversation,
- Playing audio equipment loud enough to disturb other patrons,
- Abusive language or behavior, and
- Engaging in disruptive conduct which interferes with other patrons using the Library.

These non-acceptable uses apply to any internet or computer use within the Library or on Library property, whether using the public computers, the public wireless internet, or a personal device. These non-acceptable uses also apply to any access to the internet obtained through a Library-provided device regardless of location.

The Library reserves the right to end an Internet session at any time if it is violating any of the above rules or if the patron is violating any terms of the Code of Conduct Policy. Consequences for violating any of these policies will follow the outline provided in the Code of Conduct Policy.

Internet Filtering

The Library utilizes a content filter in order to limit patrons' exposure to obscene and illegal material. However, no internet filter is perfect at blocking all inappropriate sites, and sometimes sites that are appropriate are inadvertently blocked. If a patron believes a site is incorrectly blocked or incorrectly allowed, they may submit a request to have it blocked or unblocked to the Library Director.

Computer Use by Children

The Library provides computers for children with and without internet access. A Library card is not needed to use the computers without internet access. To use the Children's computers with internet access, children should use their Library cards to log on. If a child does not have their Library card present, Library staff may look up their account by asking for identifying information, including address, birthdate, etc. to validate the child's identity. If a child does not have a Library card, a parent or caregiver over the age of 16 may request a Guest Pass for the child. Up to ~~two 55-minute sessions~~ ~~hours~~ 120 minutes per day may be used with a Guest Pass. With the understanding that children may not have the resources needed to get a Library card

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or their parent/guardian may choose not to get them a Library card, these Children's Guest Passes do not have a limit on the number of days they may be requested.

A parent or guardian must accompany any child under the age of 8 when using a public computer. The Library staff does not serve *in loco parentis* (in place of a parent). It is the parent or guardian's responsibility to monitor and select what minors read or view on the Internet.

The Library strongly recommends that parents discuss internet safety with their children, including:

- Instructing children to always ask permission before using their full name, address, telephone number, or school name anywhere on the internet.
- Instructing children to never arrange to meet in person someone they've met online, unless they have permission and an approved adult accompanies them.
- Teaching children to be good information consumers and consider the source, date, and accuracy of online information.

Hotspots and the Emergency Connectivity Fund

The Library has received funding from the federal Emergency Connectivity Fund (ECF) to purchase WiFi hotspots and their connection fees from July 2021- June 2023. During this time, any ECF supported equipment and services can only be provided to patrons who declare that they do not have access to the equipment or services sufficient to access the internet.

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Tobacco Free Policy

In accordance with City Code Section 14-233, patrons are prohibited from using any tobacco products in the Library or within 20 feet of the entry to the Library, including but not limited to cigarettes, cigars, pipes, electronic cigarettes, vapor products, oral tobacco, and nasal tobacco. It also includes any product intended to imitate tobacco products or deliver nicotine. Tobacco does not include any device or substance approved for cessation of tobacco use by the U.S. Food and Drug Administration.

Violation of this subsection shall constitute an offense, and upon conviction, shall be subject to the general penalty section found at section 1-16 of the City Code.

Patrons using tobacco products on the Library's property must do so outside, at least 20 feet from the entrance of the building.

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Safe Child Policy

For a variety of health and safety reasons, young children cannot use the Library without a caregiver's supervision. In an effort to protect children and to provide all customers with a facility that is safe, pleasant, and conducive to Library use, the following guidelines must be observed:

- Children ages 7 and under must stay within a line of sight of their caregiver.
- Children ages 8-9 may use the building without direct supervision, provided that a caregiver is in the Library building and they are able to follow the Code of Conduct Policy.
- Children age 10 and older may use the Library independently provided they are able to follow the Code of Conduct Policy.

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- A caregiver for children under age 10 must be at least 16 years old. The caregiver is responsible for the behavior and supervision of children in their care while at the Library.
- The Library reserves the right to contact parents, guardians, or proper authorities if minors are left unattended, require supervision, or are unable to adhere to the Patron Behavior Policy.
- Caregivers should be aware of Library opening and closing times and make suitable arrangements to meet and transport children. In the event that a minor age 9 or younger is left after the Library has closed, and no one can be contacted to provide transportation, the staff will call the Norfolk Police Department for assistance. Staff will not transport children home or to any other destination under any circumstances.

Library Closings Policy

The Library observes the following holidays in line with the City of Norfolk's policy:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving and the day after Thanksgiving
- Christmas Day

When these holidays fall on a Sunday, the Library will close on the Sunday of the holiday as well as the following Monday.

In addition, the Library is closed on the following days:

- Easter Sunday
- Mother's Day
- Sunday before Memorial Day
- Father's Day
- Sunday before Labor Day

The Library will make every effort to be open to the public as scheduled, with consideration given to the safety of the public and staff. The decision to close the Library due to inclement weather is made by the City of Norfolk administration.

Any time the Library must close during regularly scheduled hours, due to inclement weather or other emergencies, every effort will be made to inform the public of the change. Whenever possible, communication will be made via the local media closings lists, the Library website, and social media.

Library Programs Policy

Library programs are offered to the public in order to promote lifelong learning, access to resources, and community engagement. Library programs are an integral part of Library service. When making decisions about program topics, speakers, and accompanying resources, the following criteria are considered:

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- Community needs and interest
- Quality of the program/presentation
- Qualifications of the presenter in the field related to the presentation
- Historical or educational significance
- Budget constraints

Library programs are generally free and open to the public. Some programs, in order for them to be successful, may have a restriction on the number of attendees or a limitation on the ages of attendees. The Library's priority is to keep programs free of barriers to participation, including that of cost. However, on rare occasions, certain programs may require an entry fee.

Library sponsorship of a program indicates that the program met with the criteria above and also fits with the Library's strategic plan. It does not constitute an endorsement of the content of the program or the views expressed by presenters or participants. Library programs are not used for commercial, religious, or partisan purposes or for the solicitation of business.

Volunteer Policy

Anyone wishing to volunteer at the Norfolk Public Library must complete a Library Volunteer Application and Waiver of Liability form. For certain volunteer jobs, a background check may also be required. If a background check is required, it will be noted on the volunteer job description.

Volunteers must be at least 14 years old. Volunteers under age 19 must have a parent or guardian signature on the Library Volunteer Application and Waiver of Liability Form.

Volunteers must be able to follow verbal and/or written instructions, have the skills commensurate with the assigned job duties, be willing to abide by Library rules, commit to a regular schedule, and be willing to perform all work as assigned by the volunteer's supervisor.

Volunteers are selected based on their qualifications in relation to the volunteer job sought, the availability of open volunteer positions, and on their ability to commit to the needed hours of the desired position. If there are no open or appropriate positions available for an applicant, the application form will be kept on file for a period of one year. Applicants will be notified if a position opens up that matches their interests and qualifications.

All volunteer positions are for a term of no longer than one year. Following the completion of the year, the volunteer may potentially renew their term. Renewal of a term depends on several factors, including any changing needs of the Library, requests from other qualified individuals who would like to serve a term, and the success of the relationship between the current volunteer and the Library. The Library reserves the right to dismiss the services of any volunteer.

Individual work schedules and specific time commitments will be mutually arranged in advance by the volunteer, volunteer coordinator, and/or the volunteer's supervisor.

Volunteers are responsible for maintaining the confidentiality of all Library information and Library patron records, especially regarding any person's use of the Library and Library materials. Failure to maintain confidentiality will result in immediate dismissal.

Volunteers are recognized by the public as representatives of the Library and should conduct themselves appropriately, including, but not limited to, adhering to a business casual dress code and reflecting a positive customer service attitude towards all Library patrons. Volunteers must wear a badge that identifies them as a volunteer while they are volunteering. Volunteers must abide by all Library policies.

MakerSpace Policy

The MakerSpace is provided as a community resource to allow people to engage with technology, improve their digital skills, and be creative.

Rules for Use

Patrons must have an active Library Card in order to use any of the MakerSpace equipment. Exceptions may be granted for programs led by library staff, at the discretion of the Library Director or his/her assignee.

Patrons must sign a Library MakerSpace Use and Release Agreement before using any MakerSpace equipment.

Patrons must complete the required training for any piece of equipment before using or reserving the equipment. Training requirements are unique to each piece of equipment and can be found on the library's website.

Patrons must be 18 years old to use the equipment without supervision. Patrons age 12-17 may use the equipment after completing the training requirements but must be supervised at all times by an adult who has also completed the training. Patrons age 6-12 may accompany a trained adult in order to participate in an educational or creative activity involving the equipment, but cannot use the equipment themselves. Patrons under the age of 6 are not allowed in the MakerSpace area. Exceptions may be granted for programs led by library staff, at the discretion of the Library Director or his/her assignee.

Reservations

Patrons must have a reservation in order to use a piece of equipment.

Reservations may be for a maximum of 3 hours at a time. Extensions on reservation times will be allowed if there are no other scheduled reservations at that time.

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Up to three active reservations may be held at any one time.

Reservations should be made online using the library's equipment scheduling software.

Patrons must check in at the Service Desk when they arrive for their reservation.

Safety and Responsibility

Patrons using the MakerSpace agree to use the equipment in a safe way, and only after receiving the required training.

Patrons must report accidents and/or equipment damage immediately. Patrons will immediately discontinue use of any equipment that becomes unsafe or in a state of disrepair.

Following use, all equipment should be in the same condition as it was when the patron began using it. Normal wear and tear is expected. However, patrons agree to pay for the loss of or damage to any items that are lost or damaged due to misuse of the equipment. The cost for the loss or damage will be based on actual costs for repair or replacement, including any parts and labor.

Patrons acknowledge the inherent risks in the use of the MakerSpace equipment and that their voluntary participation in using such equipment may result in injury or damage to themselves or their personal property. Patrons fully assume these risks and release the Norfolk Public Library and the City of Norfolk from any liability.

Safety Information

03/2024-05/2023

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Please see the Building Safety Map for pertinent safety information and contact the Library Director with any questions.

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Norfolk Public Library Building Safety and Emergency Map



03/2024-05/2023

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For Office Use Only	Date Rec'd	<u>2/15/23</u>
	Fee	\$ <u>320</u> <u>215</u>
	Rec'd by	<u>EA</u>

SUBDIVISION APPLICATION

Name of Subdivision: Sudbeck's Second Subdivision to the City of Norfolk, Madison County, NE

Preliminary Final

Applicant: Sidney & Teresa Sudbeck 116 S Old Hadar Rd., Norfolk
Name Address
402-640-3610 (Sid)

Phone Email
*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.
AEC, LLC (Russel Wilcox) 401 W Norfolk Ave., Norfolk

Contact: (other than Applicant) Name Address
Phone Email

Current Zoning: R-2

General Location/Address: 1006 Taylor Ave. & 510 S 10th St., Norfolk

Legal Description: See Attached sheet

Property Area, Square Feet and/or Acres: 0.56 Acres

Sidney Sudbeck
Signature of Owner
Sidney Sudbeck
Printed Name of Owner

AND
~~OR~~

Teresa Sudbeck
Authorized Agent
Teresa Sudbeck
Printed Name of Authorized Agent

For Office Use Only	Date Rec'd <u>2/15/23</u>
	Fee \$ <u>320</u> <u>215</u>
	Rec'd by <u>EG</u>

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Name 402-640-3610 (Sid) Address

Phone _____ Email _____

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

Contact: AEC, LLC (Russel Wilcox) 401 W Norfolk Ave., Norfolk

(other than Applicant) Name _____ Address _____

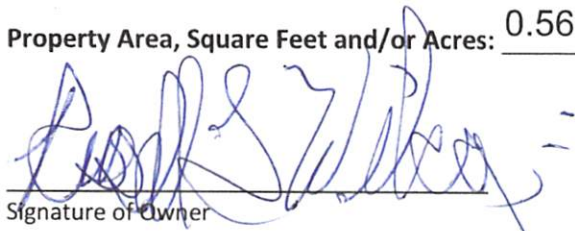
Phone _____ Email _____

Current Zoning: R-2

General Location/Address: 1006 Taylor Ave. & 510 S 10th St., Norfolk

Legal Description: See Attached sheet

Property Area, Square Feet and/or Acres: 0.56 Acres

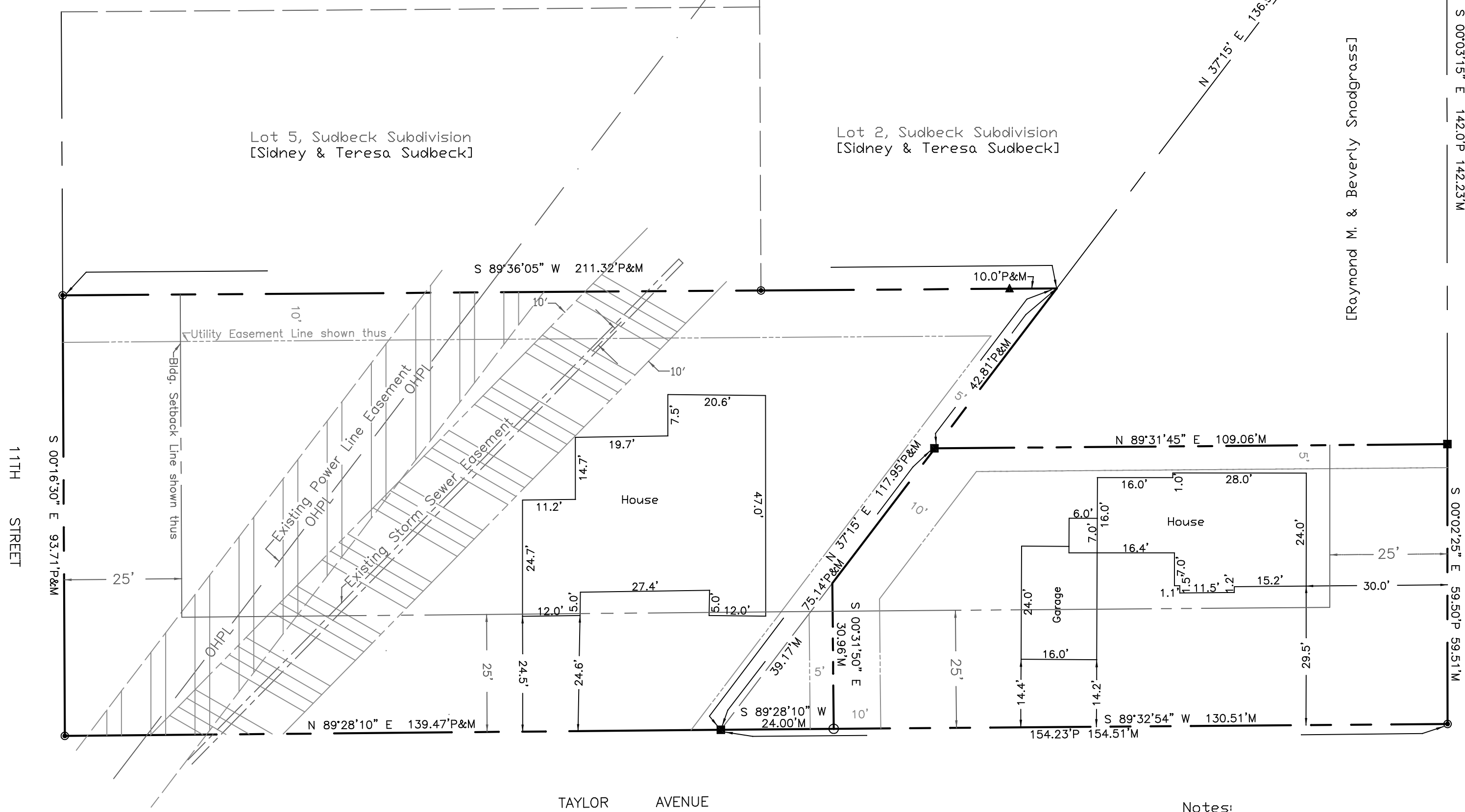


Signature of Owner AEC, LLC OR

Authorized Agent _____

Printed Name of Owner _____

Printed Name of Authorized Agent _____



Proj. No.
2022-119Subd

- Legend
- ▲ Spike Found
 - Pin Found
 - Pipe Found
 - P Platted Dist.
 - M Measured Dist.
- Property Line
- Lot Line
 - Subdivision Line
 - 1/16th Line
 - Building Line
 - Building setback Line
 - Utility Easement Line
 - Storm Sewer Line
 - Storm Sewer Easement Line
 - Overhead Power Line
 - Existing Power Line Easement



Notes:

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

Area & Address Table		
Lot	Area	Address
One	0.39 Acres	1006 Taylor Avenue
Two	0.17 Acres	510 S 10th Street

Surveyors Statement

I, LaVern F. Schroeder, Registered Land Surveyor in the State of Nebraska, have made a survey of SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska. Said Subdivision being a Replat of Lot 6, Sudbeck Subdivision to the City of Norfolk, Madison County, Nebraska and Lot 2 and the South 14.5 Feet of Lot 1 of Block 17, Durland's First Addition to the City of Norfolk, Madison County, Nebraska; that the Plat attached hereto is the original, accurate, true and correct plat of said SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska; that said plat accurately and correctly reflects all of the lots, blocks, streets, avenues, alleys, parks, commons, and other grounds in said SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska, all of which are correctly designated and shown on the attached plat; that I surveyed and platted said SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska, consisting of Lots One and Two at the instance and request of the owner.

The tract of land comprising said Subdivision is more particularly described as follows:
Lot 6, Sudbeck Subdivision to the City of Norfolk, Madison County, Nebraska and Lot 2 and the South 14.5 feet of Lot 1 of Block 17, Durland's First Addition to the City of Norfolk, Madison County, Nebraska.

I hereby state that I have executed this instrument on this 1st day of December, 2022.

LaVern F. Schroeder
Registered Land Surveyor #312

Owners Certificate

We, the undersigned, sole owners of the real estate described in the Surveyors Statement, have caused said real estate to be platted into Lots One and Two, to be known hereinafter as SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska. Said Subdivision being a Replat of Lot 6, Sudbeck Subdivision to the City of Norfolk, Madison County, Nebraska and Lot 2 and the South 14.5 Feet of Lot 1 of Block 17, Durland's First Addition to the City of Norfolk, Madison County, Nebraska; do hereby dedicate the streets, avenues, drives, roads, and alleys and other public grounds to the use and benefit of the public and provided further are easements as shown on this plat.

Sidney Sudbeck _____ Teresa Sudbeck _____

Russell L. Wilcox, Member
of AEC, LLC

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Sidney Sudbeck and Teresa Sudbeck, husband and wife.

My commission expires: _____ (Signature)

Notary Public (Printed)

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Russell L. Wilcox, Member on behalf of AEC, LLC, a Nebraska limited liability company.

My commission expires: _____ (Signature)

Notary Public (Printed)

Consent of Lienholder (for AEC, LLC)

I, _____ (title) of Elkhorn Valley Bank & Trust, being a lienholder of the described tract of land, hereby approve and agree to the platting of SUDBECK'S SECOND SUBDIVISION to the City of Norfolk, Madison County, Nebraska, on this ____ day of _____, 2023, on behalf of said Elkhorn Valley Bank & Trust.

(Signature) _____ (title) of Elkhorn Valley Bank & Trust
(Print)

State of Nebraska)
County of Madison)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ (title) of Elkhorn Valley Bank & Trust.

My commission expires: _____ (Signature)

Notary Public (Print)

APPROVAL

The foregoing and within plat, dedication and instrument was approved by the Planning Commission of the City of Norfolk, Madison County, Nebraska on this ____ day of _____, 2023.

Dan Sprey
Chairman

APPROVAL

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

Attest: Brianna Duerst _____ Josh Moenning _____
City Clerk Mayor

WAIVER

We, Sidney Sudbeck & Teresa Sudbeck and Russell L. Wilcox, Member of AEC, LLC are the owners of the real estate described hereon and hereby waive any right of claims as a result of damages occasioned by the establishment of grades or alterations of the surface.

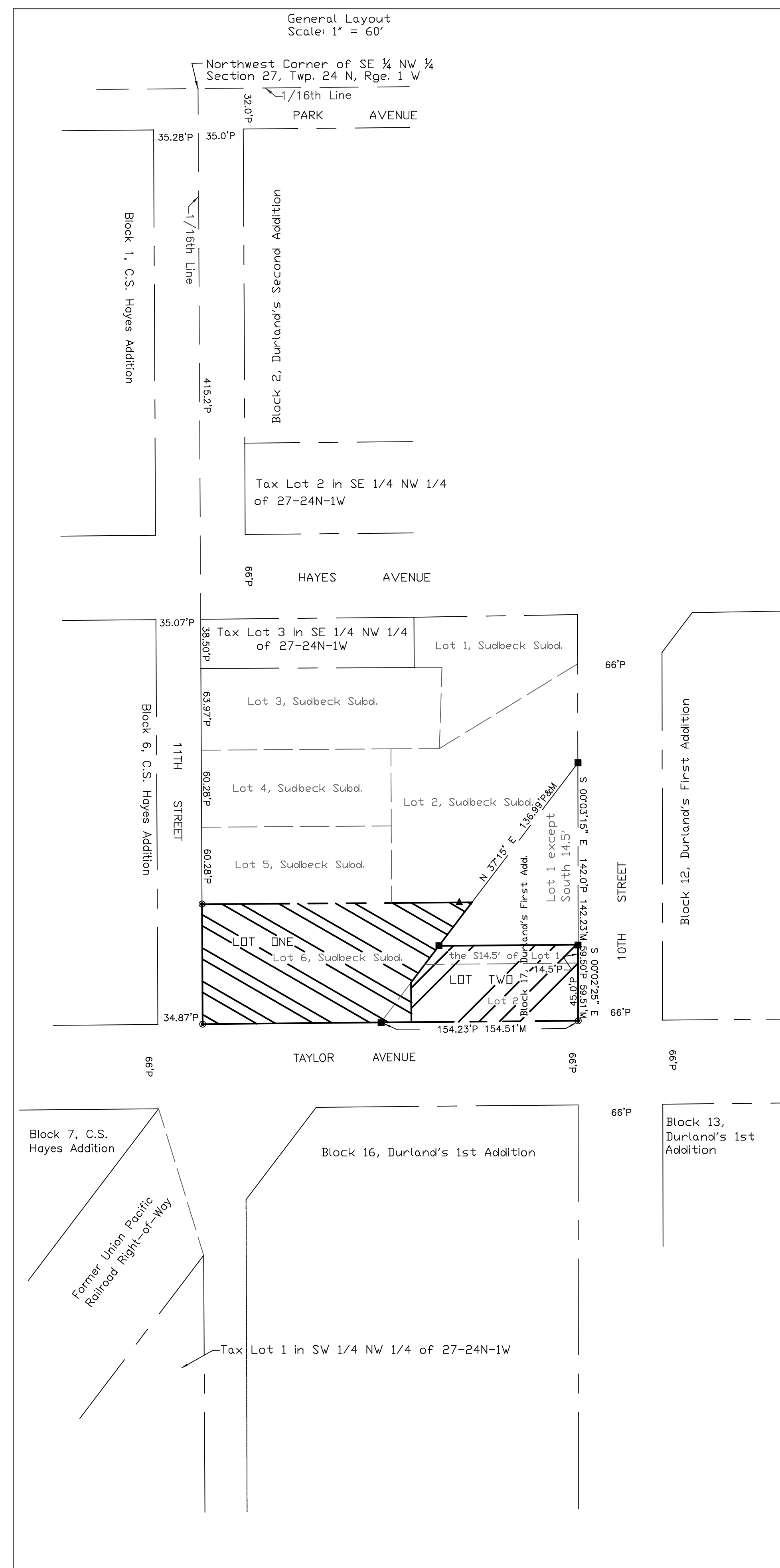
Sidney Sudbeck _____ Teresa Sudbeck _____

Russell L. Wilcox, Member
of AEC, LLC

State of Nebraska)
County of Madison)

This is to certify that this instrument was filed for record by the Register of Deeds Office at ____ M on this ____ day of _____, 2023.

Diane Nykadym
Register of Deeds



May 16, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On May 16, 2023 the Norfolk Planning Commission reviewed the final plat of Sudbeck's Second Subdivision.

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

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

Sincerely,



Dirk Waite, Vice-Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-25

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

Lot 6, Sudbeck Subdivision to the City of Norfolk, Madison County, Nebraska

AND

Lot 2 and the South 14.5 feet of Lot 1 of Block 17, Durland's First Addition to the City of Norfolk, Madison County, Nebraska

WHEREAS, said property is owned by AEC, LLC, a Nebraska Limited Liability Company; and Sidney Sudbeck and Teresa Sudbeck, husband and wife; and

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

WHEREAS, a plat has been prepared in anticipation of platting the above described property.

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that the final plat of Sudbeck's Second Subdivision, City of Norfolk, Madison County, Nebraska, duly made, acknowledged and certified, be and the same are hereby approved and ordered filed and recorded in the office of the Register of Deeds of Madison County, Nebraska.

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

LINCOLN AQUATICS
 265-LINCOLN AQUATICS
 2051 COMMERCE AVE
 CONCORD, CA 94520-4901
 800-223-5450



EMERGENCY RESPONSE #
 1-800-424-9300

INVOICE # : 76860659
ORDER # : 76882978
DATE : 05/24/23 10:16PM
PAGE : 1 OF 1

GI0GJV00100027-567844



241573
 CITY OF NORFOLK
 1010 S 8TH STREET
 NORFOLK, NE 68701

SHIP TO

CITY OF NORFOLK
 RYAN BEED/ PJ EVANS
 715 S 1ST ST
 NORFOLK, NE 68701



** INVOICE **

CUSTOMER P/O NUMBER AQUAVENTURE	PURCHASING AGENT	SHIP VIA PREFERRED CARRIER	FREIGHT TERMS 02 IN/OUTBOUND	ORDER DATE 05/22/23						
JOB / SHIP-TO NAME CITY OF NORFOLK	CUSTOMER RELEASE NUMBER	PAYMENT TERMS NET 45 DAYS	DUE DATE 07/08/23							
LN#	PRODUCT	DESCRIPTION	OPN/U/M	PCK	SHIP-QTY	U/M	B/O	BINS	PRICE	EXTENSION
1	RAY-15-8515	014393 P-2005A 1999K NG IID X THERM 97% EE LOW NOX HEATER CPN-21-670	1 EACH	1	1	EACH	0	W-05-A	46195.12	46195.12
2	RAY-15-315	G-12 P302B-2342B HI DELTA CALIFORNIA CODE CONTROL CPN-21-437	1 EACH	1	1	EACH	0		0.00	0.00
3	RAY-151-2051	012051 1505- 2005 X THERM CONDENSATE NEUTRALIZER CPN-12665 DELIVERY CONTACTS: RYAN BEED 402-841-8162 PJ EVANS 402-640-4769	1 EACH	1	1	EACH	0	T-01-A	368.29	368.29
8	AAA-99-0000	DO NOT SHIP, WAITING TO RECEIVE CAL-CODE. KG TOTAL PALLET WEIGHT TOTAL PALLET WEIGHT CPN-12665	1 EACH	1	1	EACH	0		0.00	0.00

000270102K050C-GI0GJV00100027



LINCOLN
 AQUATICS

___PLACARDS SUPPLIED-YES___ NO___ REFUSED___

MDSE TOTAL	DISCOUNTS	MISC CHGS	SALES TAX	FREIGHT IN	FREIGHT OUT	DEP-AMT	DEP-APPLD	INVOICE TOTAL
\$46,563.41	\$0.00	\$0.00	\$3,304.94	\$0.00	\$650.00	\$0.00	\$0.00	\$50,518.35

Please detach and return bottom portion with payment.

This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

LIN SIGNATURE: _____

RECEIVED BY: _____

CUST#: 241573 CUST NAME: CITY OF NORFOLK
 INV# : 76860659 INVOICE DATE: 05/24/23 INVOICE AMOUNT: \$50,518.35
 Payment amount due 07/08/23 \$50,518.35

REMIT TO:
 LINCOLN AQUATICS
 PO BOX 60130
 CITY OF INDUSTRY, CA 91716

LINCOLN AQUATICS
 265-LINCOLN AQUATICS
 2051 COMMERCE AVE
 CONCORD, CA 94520-4901
 800-223-5450



EMERGENCY RESPONSE #
 1-800-424-9300

INVOICE # : D8818009
ORDER # : D8526064
DATE : 05/24/23 10:16PM
PAGE : 1 OF 1

G10GJV00100027
 241573
 CITY OF NORFOLK
 1010 S 8TH STREET
 NORFOLK, NE 68701

SHIP TO

CITY OF NORFOLK
 RYAN BEED/ PJ EVANS
 715 S 1ST ST
 NORFOLK, NE 68701



** INVOICE **

LN#	PRODUCT	DESCRIPTION	OPN/U/M	PCK	SHIP-QTY	U/M	B/O	BINS	PRICE	EXTENSION
1	RAY-15-8515	014393 P-2005A 1999K NG IID X THERM 97% EE LOW NOX HEATER CPN-21-670	1	EACH	1	1	EACH	0	46195.12	46195.12
2	RAY-15-315	G-12 P302B-2342B HI DELTA CALIFORNIA CODE CONTROL CPN-21-437	1	EACH	1	1	EACH	0	413.41	413.41
3	RAY-151-5322	075322 WHP1505/ WHP2005 PVC D-32 VENTING ADAPTER CPN-21-686	1	EACH	1	1	EACH	0	587.80	587.80
4	RAY-151-2051	012051 1505- 2005 X THERM CONDENSATE NEUTRALIZER CPN-12665 DELIVERY CONTACTS: RYAN BEED 402-841-8162 PJ EVANS 402-640-4769	1	EACH	1	1	EACH	0 N-08-C	368.29	368.29
7	AAA-99-0000	TOTAL PALLET WEIGHT TOTAL PALLET WEIGHT CPN-12665	1	EACH	1	1	EACH	0	0.00	0.00

TRACKING NUMBERS:

24980895-9 R&L



LINCOLN
 AQUATICS

___PLACARDS SUPPLIED-YES___ NO___ REFUSED___

MDSE TOTAL	DISCOUNTS	MISC CHGS	SALES TAX	FREIGHT IN	FREIGHT OUT	DEP-AMT	DEP-APPLD	INVOICE TOTAL
\$47,564.62	\$0.00	\$0.00	\$3,375.02	\$0.00	\$650.00	\$0.00	\$0.00	\$51,589.64

Please detach and return bottom portion with payment.

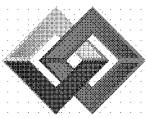
This is to certify that the above named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

LIN SIGNATURE: _____

RECEIVED BY: _____

CUST#: 241573 CUST NAME: CITY OF NORFOLK
 INV# : D8818009 INVOICE DATE: 05/24/23 INVOICE AMOUNT: \$51,589.64
 Payment amount due 07/08/23 \$51,589.64

REMIT TO:
 LINCOLN AQUATICS
 PO BOX 60130
 CITY OF INDUSTRY, CA 91716



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

PLEASE REMIT TO:
MacQueen Equipment
1125 7th Street E
St Paul, MN 55106
651-645-5726 • 800-832-6417

Ship To: SAME AS BELOW

Invoice To: CITY OF NORFOLK
300 South 49Th St
Norfolk NE 68701

Branch		
04 - LINCOLN NE *REPRINT*		
Date	Time	Page
05/25/2023	7:50:16 (O)	1
Account No	Phone No	Inv No
NORFO001	4028442000	G00149
Ship Via	Purchase Order	
	SURCHARGE CRED	
Tax ID No		
	Salesperson	
JASON HURT	145	

GENERAL INVOICE

Order #: 000149

SURCHARGE CREDIT		1970.00-
CREDIT FOR INVOICE E00358		
Stock # C038661	Serial # 3547A	
	TOTAL DUE:	1970.00-

X

Received By

Date



MACQUEEN HEADQUARTERS
 1125 7TH Street East
 St. Paul, MN 55106
 800-832-6417

March 29, 2022

Subject: Federal Signal Customer Surcharges – Effective April 4, 2022

Dear Valued Customer,

Over the course of the last year, we have seen unprecedented events unfold within our market, including one of the tightest labor markets and highest inflation rates in a generation.

Dramatic cost increases for components that all our manufacturers use in their production processes have accelerated into this year. Most of these cost increases have taken immediate effect, with little to no advanced notice, and were not subject to negotiation.

To date, Federal Signal’s efforts to try and mitigate these factors have been limited to pricing actions on new orders. Unfortunately, after extensive discussions and weighing all the factors, Federal Signal was placed in the unenviable position of having to adjust the price of Vactor, Guzzler, TRUVAC, Westech, and Elgin units that have not yet shipped and are in the backlog. They have added a surcharge to all these products.

These surcharges will be applied to all Federal Signal product orders in MacQueen’s backlog. Exact amounts are outlined below. **This surcharge amount will be applied to your unit order:**

Make	Model	Material Surcharge for all shipments beginning April 4, 2022
Elgin	All Products	\$3,200
Vactor	2100i	\$4,400
	Jetter, iMPACT	\$3,200
TRUVAC	HXX, QX, FLXX, Prodigy, Wolf, Coyote	\$4,400
	Paradigm	\$3,200
Guzzler	All Products	\$4,400
Westech	All Products	\$4,400

IOWA
 4607 SE Rio Court
 Ankeny, IA 50021
 515-289-9994

MINNESOTA
 1125 7TH Street East
 St. Paul, MN 55106
 800-832-6417

NEBRASKA
 5360 Alvo Road
 Lincoln, NE 68514
 402-435-0061

WISCONSIN
 N60 W15835 Kohler Ln
 Menomonee Falls, WI
 53051
 262-252-4744



MACQUEEN HEADQUARTERS
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

Additionally, if a chassis is part of the order, PACCAR recently announced "Model Year 2023 Pricing Surcharges" that will be applied to all chassis with a build delivery date scheduled by PACCAR on or after April 1, 2022. The details of these surcharges include:

- \$5,000 Heavy Duty pricing surcharge on all Model Year 2023 orders.
- \$3,500 Medium Duty pricing surcharge on all Model Year 2023 orders.

MacQueen does not take these actions lightly and acknowledges the challenges that this represents for you, our customers. However, to maintain the high standards of product quality, support, and innovation that you expect from MacQueen and Federal Signal products, we know that these actions are warranted. At every level within our organization, we remain committed to our customers' success.

Best regards,

A handwritten signature in black ink that reads "Dan Gage". The signature is fluid and cursive, written over a light gray dotted line.

Dan Gage
MacQueen Equipment, LLC
President/CEO
dan.gage@macqueengroup.com

IOWA
4607 SE Rio Court
Ankeny, IA 50021
515-289-9994

MINNESOTA
1125 7TH Street East
St. Paul, MN 55106
800-832-6417

NEBRASKA
5360 Alvo Road
Lincoln, NE 68514
402-435-0061

WISCONSIN
N60 W15835 Kohler Ln
Menomonee Falls, WI
53051
262-252-4744

September 27, 2022

Dear Valued Dealer Partner:

As you are aware, continued supply chain disruptions and cost increases have continued, forcing us to take another pricing action. Our hope in the spring was that costs were going to stabilize, but unfortunately, they haven't. We provided you information several months ago summarized in the table below showing percent increases since January, 2021, and now also showing some of these same commodities' movement upwards since then.

Area	Cost increase since 1/21	Add'l increase since 3/22
Steel	130%	2%
Aluminum	76%	127%
Hydraulics	12%	2%
Electronics	31%	10%
Blowers	15%	3%
Wheels/Tires	38%	8%
Fabrications	61%	11%
Machined Parts	55%	15%

In addition, some other large costs not detailed in the spring, primarily driven by raw materials, labor and freight that have gone up significantly include:

- Inbound freight fuel surcharges up 49%
- LTL and LTB freight up 27%
- Full truck load freight up 49%

As in the past, we have worked hard to minimize the impact that these supply chain challenges have had on our pricing to you and customers with products on order. We continue to absorb a portion of these cost increases ourselves and we have also implemented price increases on new orders.

Unfortunately, the rise in prices in recent months has continued to accelerate to the point that we again find ourselves in the unenviable position of implementing a surcharge on all units produced after September 3rd, 2022. The surcharges are as follows.

- All Elgin products shipping in 2022 after 9/3/22 \$3,750
- All Elgin products shipping in 2023 \$5,000
- We recognize the significance of these actions and appreciate your support as valued dealer partner, helping us meet the needs of our collective customers.

Sincerely,



Mickey McKee

Vice President of Sales

Environmental Solutions Group



Mike Higgins

Vice President/General Manager

Elgin Sweeper Company

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: May 16, 2023

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

The Pier Seafood, LLC. dba The Pier Seafood
312 W Norfolk Ave, Norfolk / Madison County, 68701
Application for Class IK - 125765
45 days – 6.30.2023

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

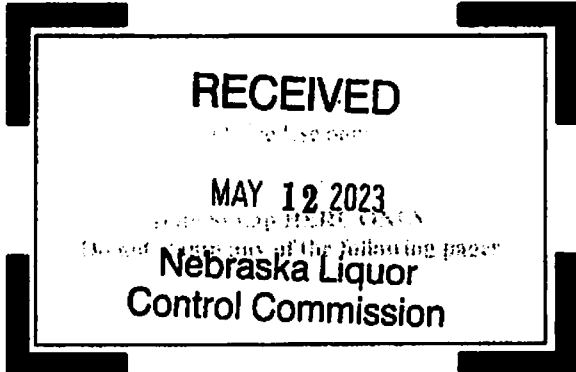
Clerk's name **DATE** _____

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: IK

License Number:
125765



Office Use Only
 NEW / REPLACING TOP Yes / No
 Hot List Yes / 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 Moises Montalvo The Pier Seafood, LLC
 TRADE (DBA) NAME The Pier Seafood LLC
 PREVIOUS TRADE (DBA) NAME _____
 CONTACT PHONE NUMBER 775-737-6190
 CONTACT EMAIL ADDRESS the.pier.norfolk@gmail.com

Office use only
 PAYMENT TYPE Payfort HY
 AMOUNT \$500 RCPT _____
 RECEIVED: 4-27-23
 DATE DEPOSITED _____



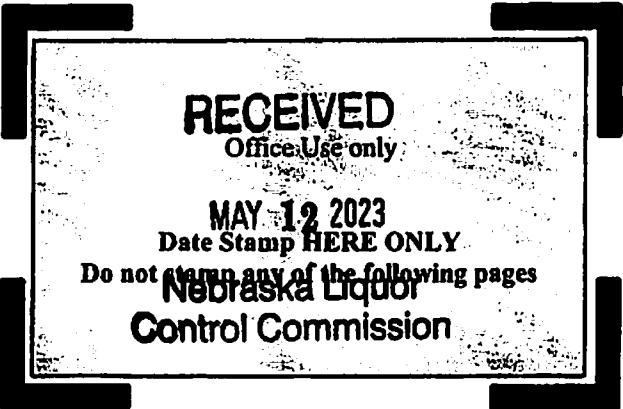
FORM 100
REV 8/4/21
PAGE 1

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License
Class: K

License
Number: _____



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

The Pier Seafood LLC

TRADE NAME

The Pier Seafood

PREMISES ADDRESS

312 W Norfolk Ave

CITY

ZIP CODE

Norfolk NE 68701

CONTACT PERSON

Miguel Montalvo

PHONE NUMBER

775-737-6190

EMAIL

the.pier.norfolk@gmail.com

Signature of APPLICANT

Miguel Montalvo

Printed Name of APPLICANT

Office use only
PAYMENT TYPE _____
AMOUNT _____ RCPT _____
RECEIVED: _____
DATE DEPOSITED _____

BARCODE

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
3. 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
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. 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)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. 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.
8. Submit a copy of your business plan.

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 _____ Phone Number _____
Firm Name _____
Email address _____
Should we contact you with any questions on the application? YES _____ NO _____



Trade Name (doing business as) The Pier Seafood LLC

Street Address 312 W. Norfolk Ave

City Norfolk NE County Madison Zip Code 68701-5233

Premises Telephone number 402-860-0879

Business e-mail address thepier.norfolk@gmail.com

Is this location inside the city/village corporate limits YES NO

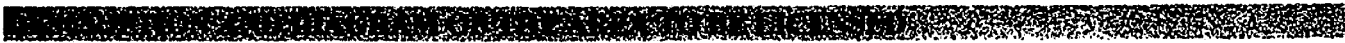
MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name The Pier Seafood LLC / Moises Montalvo

Street Address 615 N. 1st St

City Norfolk State NE Zip Code 68701-4118



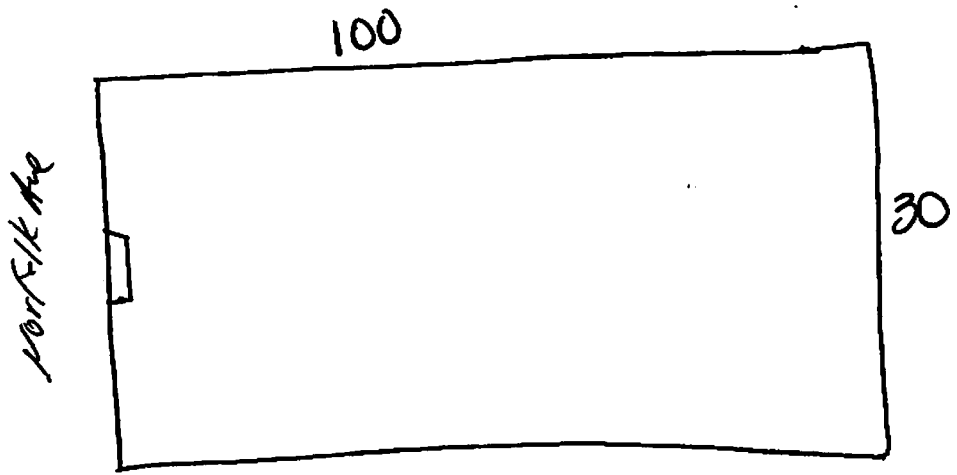
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 100 x width 30 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 _____ x width _____ in feet

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



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
Moises Montalvo	5/2004	Seward	Suspension license	Paid fine

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.

Bank First Abraham Montelvo SR, Moises Montelvo, Jonathan Montelvo

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.

N/A

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? open currently

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? wed to Sat 11am - 9pm

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



**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 in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Noises Monteiro

Printed Name of **APPLICANT**

State of Nebraska, County of Madison

The foregoing instrument was acknowledged before me this

(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature

Affix Seal

Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By _____
Name of person(s) signing document in front of Notary

Notary Public Signature

Affix Seal

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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
MAY 12 2023
Nebraska Liquor
Control Commission

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form **MUST** be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Moises Montalvo

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

The Pier Seafood LLC

LLC Address: 312 W. Norfolk Ave

City: Norfolk State: NE Zip Code: 68701

LLC Phone Number: 775-737-6190 LLC Fax Number _____

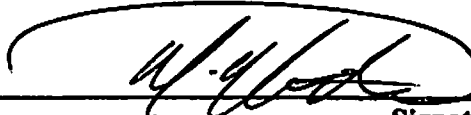
Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Montalvo First Name: Moises MI: I

Home Address: _____ City: _____

State: _____ Zip Code: _____ Home Phone Number: _____



Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
Date name of person acknowledge

Affix Seal

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Montalvo SL First Name: Abraham MI: F

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

Percentage of member ownership 50

Last Name: Montalvo First Name: Moises MI: F

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 50

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: 1/1/2021 Ending Date: 12/31/2021

Is this a Non Profit Corporation?

YES

NO

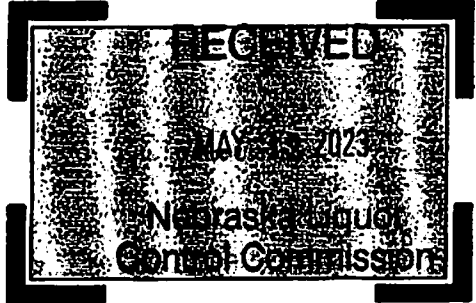
If yes, provide the Federal ID #. _____

**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.



Name of Corporation/LLC: The Pier Seafood LLC



Premises Trade Name/DBA: The Pier Seafood Mexican Restaurant

Premises Street Address: 312 W Norfolk Ave

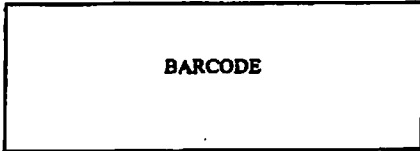
City: Norfolk County: Madison Zip Code: 68701

Premises Phone Number: 402-860-0879

Premises Email address: the.pier.norfolk@gmail.com



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



FORM 103
REV 12/8/2022
PAGE 1

Last Name: Jonathan Montalvo First Name: Jonathan MI: _____

Home Address: 615 N. 1st St

City: Norfolk NE County: Madison Zip Code: 68701-4118

Home Phone Number: 402-860-9874



Email address: montalvo.jona@gmail.com

YES

NO

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____



CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Norfolk Ne	2018	2023			
Reno NV	2013	2017			

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020	2023	The Pixer	self employed	
2018	2020	Mantelvos Cleaning Solutions	self employed	

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, ~~XXXX~~ 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, ~~XXXX~~. 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):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (653-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

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REV 12/8/2022
PAGE 3

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

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REV 12/8/2022
PAGE 4

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

Jonathan Markivo
Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

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REV 12/8/2022
PAGE 5



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 The Pier Seafood Restaurant

Date: May 24, 2023

Norfolk Police were asked to review a new Liquor License application for an existing business called The Pier Seafood Restaurant, located at 312 West Norfolk Avenue in Norfolk, Madison County, NE.

The applicant is listed as Moises Montalvo, born in 1982, who owns and operates the business. His father, Abraham Montalvo, born in 1949, is listed as a part owner of the business. Jonathan Montalvo, born in 1993, is one of the managers of the business.

We checked the Norfolk Police department records for Moises Montalvo who had numerous contacts. They include:

1. Numerous traffic related contacts in which he was given citations or warnings for such offenses as speeding, no proof of insurance, parking offenses and stop sign violations.
2. Moises received a citation for Careless driving on 5-18-08 which would have been the most significant traffic violation.
3. Moises was listed as an "Other" person in a false imprisonment report on 7-5-21. He was not involved in the incident itself and was not charged with any crime regarding that case.
4. Moises was listed as a victim of a 3rd degree assault on 10-30-97.
5. Moises was listed as a suspect and given a citation for third degree sexual assault for an incident on 5-18-98. Moises was a juvenile at this time.

A check of the Nebraska Criminal Justice Information System for Moises Montalvo also showed several entries. They were:

1. A Civil Court Case in 2003 in which Moises was ordered to pay approximately \$300.00 to the plaintiff.
2. Moises was arrested for Driving Under Suspension in May of 2004 in Seward County.

Service ~ Honor ~ Commitment

3. October of 2004 Moises was arrested on a warrant for No operator's license, which appears to be from the Driving Under Suspension case in Seward County.
4. There were additional minor traffic violations where Moises received warnings or citations on 1-27-06, 9-30-06 and 9-26-08.

We checked the Norfolk Police Department records for Abraham Montalvo. The entries include:

1. Abraham had numerous minor traffic violations in which he received either a warning or a citation.
2. Abraham was listed as an "other" person in a sexual assault of a child case in 1993. Abraham was not involved in the case and was not charged in regard to this case.

We then checked the Nebraska Criminal Justice Information System for Abraham Montalvo. Abraham had several additional minor traffic violations in that system which he was given warnings or citations.

We checked the Norfolk Police Department records for Jonathan Montalvo. His contacts include:

1. A traffic accident on 8-25-17 where he was issued a traffic citation. The accident was not alcohol related.
2. Abraham was issued a traffic citation on 5-21-18 for a minor violation.
3. Abraham was the victim of a 3rd degree assault, and the other party was given a citation for the assault.
4. Abraham was given a warning on 12-28-21 for another minor traffic violation.

A review of the Nebraska Criminal Justice Information System for Jonathan Montalvo. The only additional information was a traffic warning issued on 4-18-21.

We checked the address of 312 West Norfolk Avenue. There were no calls for service at this location.

Nothing further.

Public Hearing

The Mayor and City Council of the City of Norfolk, Nebraska will hold a public hearing on Monday, June 5, 2023 at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska, to consider a Class IK (beer, wine, distilled spirits, on sale only) liquor license application for The Pier Seafood, LLC, dba The Pier Seafood, 312 West Norfolk Avenue and the manager application of Jonathan Montalvo.

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 (May 26, 2023)
1 P.O.P.

RESOLUTION NO. 2023-26

WHEREAS, an application was filed by The Pier Seafood, LLC, a Nebraska Limited Liability Company, dba The Pier Seafood, 312 West Norfolk Avenue, for a Class "IK" Liquor License along with the manager application of Jonathan Montalvo; and

WHEREAS, a public hearing notice was published in the Norfolk Daily News as required by state law on May 26, 2023; and

WHEREAS, a public hearing was held on June 5, 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 liquor license application of The Pier Seafood, LLC, and the manager application of Jonathan Montalvo.

Passed and approved this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(S E A L)

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

Bobcat of Omaha

BOO, Inc.

8701 S. 145th St. Omaha, NE 68138

Ph: 402-895-6660

Fax: 402-884-2497

QUOTE

Customer	CITY OF NORFOLK	Quote Number
Contact	SCOTT SMITH	
Address	1201 S 9th STREET	Salesperson
City, State Zip	NORFOLK, NE 68701	ALAN MAKOVICKA
Phone #	402-844-2191	Date
Email	ssmith@norfolkne.gov	May 16, 2023

Qty	Stock #	Description	Price	Amount
1		DEVELON/DOOSAN DL220-7 US10 WHEEL LOADER		\$160,417.07
		ADDITIONAL COUNTERWEIGHT, 110 V PLUG HEATER, LOAD ISOLATION SYSTEM, MICHELIN XTLA 20.5R25 TIRES, STEEL FRONT FENDER WITH RUBBER PROTECTOR, AUXILIARY HYDRAULICS, 2.5YD GP BUCKET WITH BOLT ON EDGE-PIN ON		
		12 MONTH FULL MACHINE WARRANTY FOLLOWED BY ADDITIONAL 48 MONTHS UP TO 5,000 HOURS POWERTRAIN + HYDRAULIC WARRANTY		
		PRICING PER STATE OF NEBRASKA CONTRACT 15792 OC		
1		AMI BALDERSON 5 QUICK COUPLER W/3 AMI 3 YD (HEAPED) GP BUCKET WITH BOLT ON EDGE- ILO ORIGINAL PIN ON BUCKET		\$18,995.00
		DEVELON/DOOSAN INTEGRATED WEIGHING SYSTEM		\$1,185.00
		ROTATING BEACON		\$205.00

This Equipment Is Outfitted with R.O.P.S. **Customer Pick up at Dealership**

Received By		Date	
Qty	Trade-In Description	Price	Total Allowance
1	HYUNDAI HL757-9 WHEEL LOADER		\$42,000.00
	SN HH1HLM01KB0000260		
	WITH COUPLER/GP BUCKET		
			\$0.00
This Equipment is free from Liens		Total Trade	\$42,000.00

Total	\$180,802.07
Trade Value	\$42,000.00
Trade Difference	\$138,802.07
Sales Tax	\$0.00
Pay Off	\$0.00
Filing Fee	\$0.00
Grand Total	\$138,802.07

Payment Received	
Balance Due	\$0.00
Financed Amt	



Bobcat®

Thank you for your patronage.

6/5/2023

Enclosure 31
Page 173 of 229

ORDINANCE NO. 5834

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE WEST AND SOUTH SIDES OF FERGUSON DRIVE FROM BLUFF AVENUE NORTH AND WEST AROUND THE CURVE 360 FEET TO WHERE FERGUSON DRIVE MEETS AND TRANSITIONS INTO PASEWALK AVENUE; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 24-164 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-164. Parking restriction for specific streets--Total prohibition.

(a) It shall be an offense for any person to park a motor vehicle in any of the following locations, except that restrictions set forth in this subsection shall not be applied to a lawfully-created handicapped parking stall:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
Access road on southwest corner of intersection of 13th Street & Omaha Avenue			
Benjamin Avenue		East city limits	West city limits
Bluff Avenue		Entrance to Veterans Memorial Park	1st St.

Braasch Avenue	Both (except in cut-out parking stalls constructed along the street where parking shall be allowed unless otherwise restricted)	1 st St.	5 th St.
Braasch Avenue	South	5th St.	7th St.
Center Drive			
Cottonwood Street	East	Norfolk Ave.	Prospect Ave.
Country Club Road			
East Knolls Street	East	The beginning of the curve on the southeast corner where East Knolls St. and East Sycamore Ave. meet	North to where East Knolls St. becomes East Sycamore Ave.
Eldorado Road		Within the turn around area or circular area of the cul-de-sac at the north end of Eldorado Road	
Eldorado Road		100 ft. south of the entrance to the cul-de-sac at the north end of Eldorado Road	
Elm Avenue	South	4th St.	3rd St.
Elm Avenue	South	Queen City Blvd.	Roland St.
Elm Avenue	North	Roland St.	13th St.
<u>Ferguson Dr.</u>	<u>West & South</u>	<u>Bluff Ave.</u>	<u>North and west around the curve 360 ft. to where Ferguson Dr. meets and transitions into Pasewalk Ave.</u>
Galeta Avenue	North		
Georgia Avenue	North	1st St.	2nd St.
Georgia Avenue	South	59 ft. east of the east curb line of N. 2nd St.	89 ft. east of the east curb line of N. 2nd St.

Georgia Avenue	South	2nd St.	3rd St.
Georgia Avenue	North	Centerline of 8 th St.	170 ft. east of centerline of 7th St.
Glenn Street	West	Glenwood Blvd.	Michigan Ave.
Glenwood Boulevard	West	Pasewalk Ave.	Glenn St.
Impala Drive (east leg)	West	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (west leg)	East	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (east-west leg)	North	Impala Dr. (east leg)	Impala Dr. (west leg)
Jefferson Avenue	South	1st St.	4th St.
Klug Avenue		1st St.	200 ft. east of 1st St.
Koenigstein Avenue	North	13th St.	18th St.
Koenigstein Avenue	South	West line of 16th St.	80 ft. west of such line
Koenigstein Avenue	South	7th St.	8th St.
Krenzien Drive			
Madison Avenue	North	180 ft. east of east property line of 13th St.	East property line of 13th St.
Madison Avenue	North	7th Street	110 ft. west of west property line of 7th St.
Madison Avenue	South	1st Street	173 ft. east of east property line of 2nd St.
Maple Avenue	North	18th St.	19th St.
Market Lane			
McKinley Avenue	South	East city limits	West end of McKinley Avenue
Michigan Avenue		6th St.	18th St.
Miller Avenue	North	145 ft. west of west curb line of 2 nd Street	165 ft. west of west curb line of 2 nd Street
Monroe Avenue		East city limits	West city limits
Norfolk Avenue		8th St.	West city limits
Norfolk Avenue		East city limits	1st St.

Omaha Avenue		East city limits	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue	South	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue		East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	West city limits
Park Avenue	South	265 ft. west of the west curb line of 18 th St.	350 ft. west of the west curb line of 18 th St.
Pasewalk Avenue		1 st St.	25 th St.
Pasewalk Avenue	North	Logan St.	1 st St.
Phillip Avenue	North	17 th St.	18 th St.
Phillip Avenue	North	11 th St.	61 ft. west of 11 th St.
Pine Street		Benjamin Ave.	415 ft. south of the south property line of Benjamin Ave.
Pine Street/ Industrial Road		Omaha Ave.	South end of street
Prospect Avenue	South	1st St.	Cottonwood St.
Prospect Avenue		3rd St.	4th St.
Prospect Avenue	North	4th St.	13th St.
Prospect Avenue	South	13th St.	27th St.
Queen City Blvd.		Georgia Ave.	100 ft. south of the south property line of Georgia Ave.
Riverside Blvd.		325 ft. north of north property line of Walnut Ave.	North city limits

Rolling Hills Drive	North	27th St.	150 ft. west of the west property line of 29th St.
Sycamore Avenue	South	40 feet east of the end of the curve on the southeast corner of where East Sycamore Ave. and East Knolls St. meet	West to where East Sycamore Ave. becomes East Knolls St.
Ta-Ha-Zouka Road		13th St.	15 th St.
Taylor Avenue	South	North curb line of Pasewalk Ave.	East curb line of 25th St.
Verges Avenue	South	4th St.	Queen City Blvd.
Vicki Lane		18th St.	20th St.
Victory Road		North city limits	South city limits
Walnut Avenue	North	260 ft. east of the east property line of 6th St.	392 ft. east of the east property line of 6th St.
Walnut Avenue	South	Riverside Blvd.	6th St.
1st Street		South city limits	North city limits
2nd Street	East	Madison Ave.	75 ft. north of the north property line of Madison Ave.
2nd Street	East	75 ft. north of the north curb line of Sycamore Ave.	105 ft. north of the north curb line of Sycamore Ave.
2nd Street	West	Sycamore Ave.	Georgia Ave.
3rd Street	East	Georgia Ave.	Elm Ave.
3rd Street	East	Madison Ave.	Omaha Ave.
4th Street	East	Madison Ave.	North line of alley between Madison Ave. and Phillip Ave.
4th Street	West	Madison Ave.	Omaha Ave.
4th Street		North right-of-way line of Braasch Ave.	325 ft. north of north property line of Walnut Ave.
5th Street	West	6 ft. north of north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
5th Street	West	Walnut Ave.	Elm Ave.

5 th Street	West	191 feet south of the south curb line of Prospect Ave.	251 feet south of the south curb line of Prospect Ave.
5th Street	West	482 ft. north of the north property line of Pasewalk Ave.	405 ft. north of the north property line of Pasewalk Ave.
5th Street	West	135 ft. north of north property line of Pasewalk Ave.	Pasewalk Ave.
5th Street	East	Phillip Ave.	Omaha Ave.
5th Street	East	Braasch Ave.	Verges Ave.
6th Street	East	50 ft. north of the north property line of Pasewalk Ave.	Pasewalk Ave.
6 th Street	East	222 ft. north of the north curb line of Pasewalk Ave.	269 ft. north of the north curb line of Pasewalk Ave.
6th Street	West	South line of alley between Phillip & Park	Omaha Ave.
6th Street	East	30 ft. north of the north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
6th Street	East	31 ft. north of north property line of Walnut Ave.	116 ft. north of the north property line of Walnut Ave.
6th Street		88 ft. north of the north property line of Spruce Ave.	194 ft. north of the north property line of Spruce Ave.
6th Street	East	348 ft. north of the north property line of Walnut Ave.	635 ft. north of the north property line of Walnut Ave.
7th Street		Omaha Ave.	Michigan Ave.
7 th Street	West	Michigan Ave.	Pasewalk Ave.
7 th Street		Pasewalk Ave.	Prospect Ave.
8th Street	East	Norfolk Ave.	Koenigstein Ave.
10th Street	West	South line of alley between Norfolk Ave. & Madison Ave.	90 ft. south of south line of alley between Norfolk Ave. & Madison Ave.

10th Street	West	70 feet north of the north curb of Madison Ave.	North curb of Madison Ave.
10th Street	East	Norfolk Ave.	Madison Ave.
11th Street	East	144 ft. north of the north curb line of Georgia Ave.	192 ft. north of the north curb line of Georgia Ave.
11th Street	West	Norfolk Ave.	Prospect Ave.
11th Street	East	Norfolk Ave.	Taylor Ave.
11th Street	West	Taylor Ave.	Pasewalk Ave.
11th Street	East	Pasewalk Ave.	Pennsylvania Ave.
11th Street	West	Michigan Ave.	64 ft. south of the south curb line of Michigan Ave.
11th Street		Pennsylvania Ave.	Omaha Ave.
13th Street		North city limits	South city limits
14th Street		105 ft. south of centerline of Nebraska Ave.	60 ft. north of centerline of Nebraska Ave.
14th Street		180 ft. south of centerline of Madison Ave.	84 ft. north of centerline of Madison Ave.
15th Street		Norfolk Ave.	Koenigstein Ave.
15 th Street		Ta-Ha-Zouka Rd.	575 ft. north of the north curb line of Monroe Ave.
16th Street	East	Norfolk Ave.	Koenigstein Ave.
16th Street	West	223 ft. north of Koenigstein Ave.	385 ft. north of Koenigstein Ave.
16 th Street		Monroe Ave.	1150 ft. north of the north curb line of Monroe Ave.
18th Street		Phillip Ave.	Center Dr.
19th Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
20th Street	West	Madison Ave.	135 ft. north of north property line of Madison Ave.
20th Street		Vicki Ln.	Omaha Ave.
21st Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.

24th Street	East	Norfolk Ave.	Taylor Ave.
25th Street		North city limits	South city limits
27th Street		Norfolk Ave.	Westside Plaza Dr.
27th Street	East	Prospect Ave.	Rolling Hills Dr.

(b) The provisions of subsection (a) shall not apply to the following streets on Sundays between the hours of 6:00 a.m. and 1:00 p.m. or when funerals are being conducted at any church adjacent to the following streets:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
4 th Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 th Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 th Street	East	Pasewalk Ave.	Bluff Ave.

(c) The provisions of subsection (a) shall not apply to the following street from Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. so long as the parked vehicle is (a) waiting temporarily for the purpose of loading or unloading passengers and (b) at all times occupied by the operator of the motor vehicle:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
5 th Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

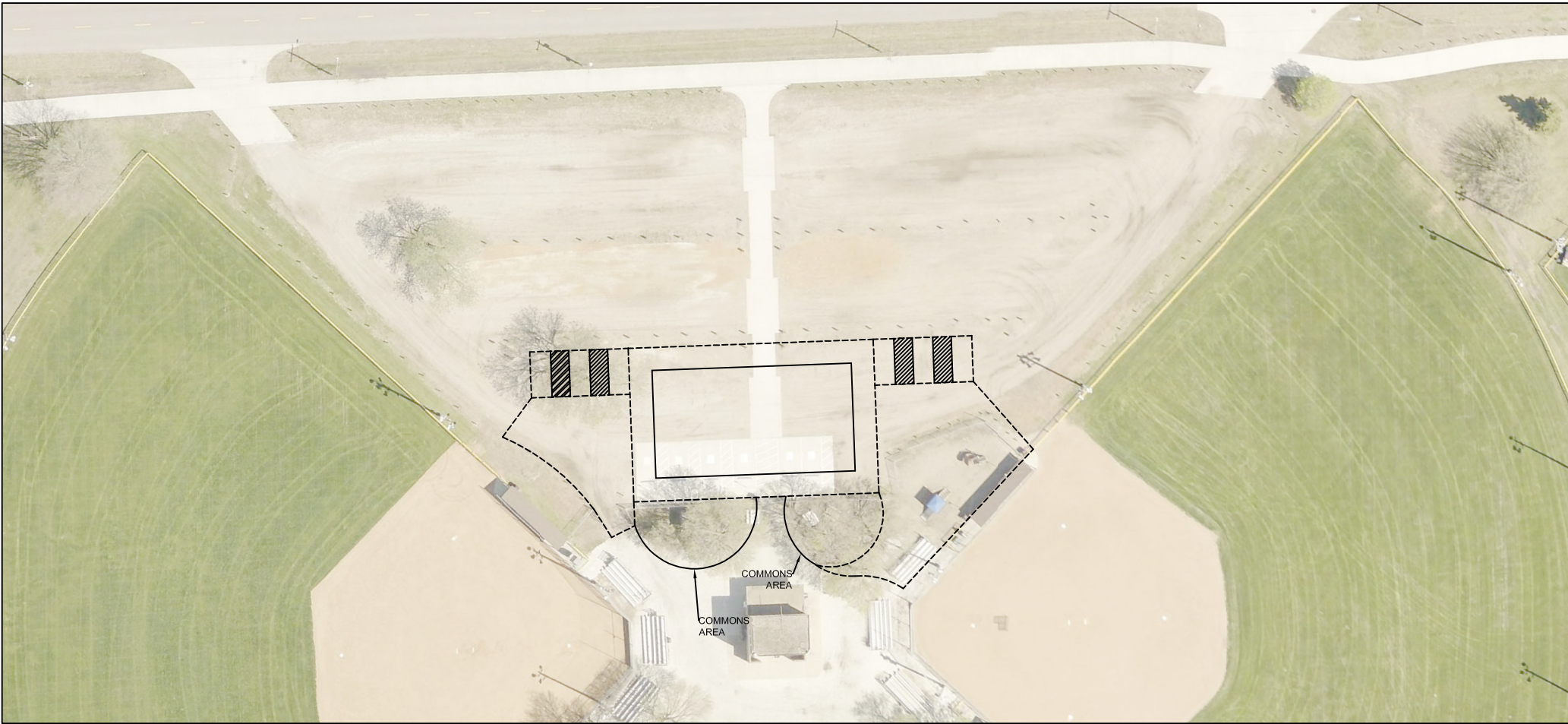
Approved as to form: _____
Danielle Myers-Noelle, City Attorney

E Pasewalk Zoomed out

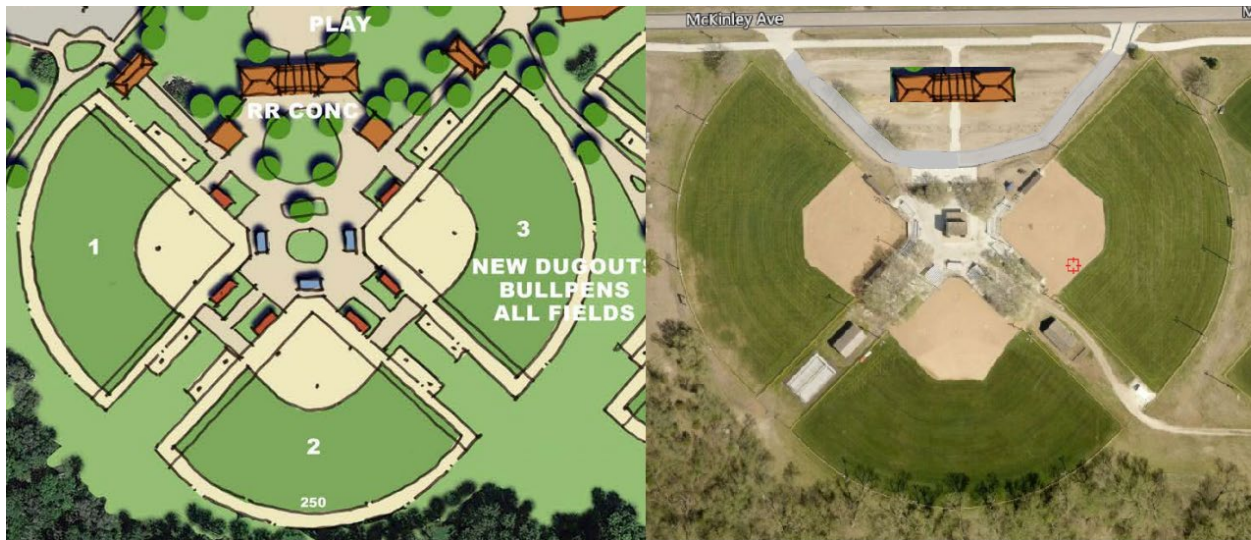


marked no parking





Softball Complex Team Lockers Capital Improvement Proposal



Complete Project

Description	SF	Unit Price	Cost	Notes
Locker Room/Restroom	4,000	\$ 250.00	\$ 1,000,000.00	
ADA Sidewalk	21,000	\$ 7.00	\$ 147,000.00	
Repurpose Old Restrooms/Press Box Improvements			\$ 50,000.00	
Landscaping/Irrigation			\$ 30,000.00	
Fencing			\$ 50,000.00	
Backstop Replacement			\$ 100,000.00	
Group Total			\$ 1,377,000.00	
Design Fees			\$ 110,160.00	8%
Contingency			\$ 137,700.00	10%
Project Total			\$ 1,624,860.00	

Locker Room – 4,000 sq ft facility with restrooms and a set of locker rooms for the home and away teams. Locker rooms will have retractable wall for winter recreation/2 batting cages.

Project NPS is willing to support = Team Lockers, ADA sidewalk, refurbish old restrooms and press box

Description	SF	Unit Price	Cost	Notes
Team Lockers*	4,000	\$ 250.00	\$ 1,000,000.00	
ADA Sidewalk	21,000	\$ 7.00	\$ 147,000.00	
Repurpose Old Restrooms/Press Box Improvements			\$ 50,000.00	
Group Total			\$ 1,197,000.00	
Design Fees			\$ 95,760.00	8%
Contingency			\$ 119,700.00	10%
Project Total			\$ 1,412,460.00	

Capital Request = Not to exceed \$400,000 from NPS

NPS = \$400,000

NECC = \$400,000

Total Revenue = \$800,000

Remaining Restroom Funds = \$135,000

Kohler Donation = \$698,000

TOTAL = \$1,633,000

Usage Fee

	Total	50%
NPS	\$100,010.06	\$ 50,005.03
NECC	\$ 95,989.35	\$ 47,994.68

(Compare 5-5-23 and 5-24-23 versions)

DRAFT ~~(5-5-23)~~

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the following parties:

City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”;

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter individually referred to as “NPS”; and

Northeast Community College, a Political Subdivision of the State of Nebraska, hereinafter referred to as “COLLEGE”;

WITNESSETH:

WHEREAS, CITY is the owner of softball facilities at CITY’s Ta-Ha-Zouka Park that NPS and COLLEGE utilize, along with other sports groups and citizens; and

WHEREAS, NPS and COLLEGE desire to cooperate with CITY in funding improvements at Ta-Ha-Zouka Park including the planning, designing, and construction of ~~a~~ softball Team Lockers which will include, but not be limited to, locker rooms and restroom facilities with ADA accessibility, parking, and utilities; and

WHEREAS, placement of the softball Team Lockers at Ta-Ha-Zouka Park will align with CITY’s current Parks Master Plan; and

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

1. DURATION. The term of this Agreement shall be for a period of five (5) years from the date of execution hereof, if not terminated earlier by the parties as set forth herein.

2. FUNDING. The parties hereto shall voluntarily participate in funding the construction of ~~a~~ softball Team Lockers in Ta-Ha-Zouka Park to include, but not be limited to, locker rooms and restroom facilities with ADA accessibility, parking, and utilities. The parties will contribute the following portions of the total cost:

CITY	1/3 (not to exceed \$400,000.00)
NPS	1/3 (not to exceed \$400,000.00)
COLLEGE	1/3 (not to exceed \$400,000.00)

In the event the cost of the project exceeds \$1,200,000.00, the parties agree that there is no obligation by NPS and/or COLLEGE to fund the project beyond the obligations set forth herein. -

To fund its portion of the project, COLLEGE shall pay CITY an assessment in the amount \$100,000 per year for a period of four (4) years. The first payment shall be due from COLLEGE to CITY on September 1, 2023, and a like payment on September 1, 2024, September 1, 2025 and a final payment September 1, 2026. In the event any payment from COLLEGE becomes delinquent, interest shall be imposed on the delinquent amount at the rate of twelve percent (12%) per annum until paid.

3. UTILIZATION OF FUNDS. The funds will be utilized for design and construction costs of the locker rooms, restroom facility, parking, and for extending utilities to the site.

4. LOCATION. The facility shall be constructed at a location described and depicted on the diagram attached hereto and marked as Exhibit "A", which location aligns with CITY's current Parks Master Plan.

5. FACILITY. The softball Team Lockers shall consist of two sets of restrooms, two locker rooms, and one refurbished umpire changing room and one family restroom in the ~~old~~press box restrooms.

6. MANAGEMENT. CITY will oversee the project including hiring the engineering firm, taking bids, and general project management. Any bidding, contracting, and payment functions related to this project shall be done in the name of CITY and CITY shall own and be the sole entity liable for the project except as set forth in paragraph 13 hereof.

7. APPROVAL OF CONSTRUCTION CONTRACT. The construction contract funded by this Agreement will be submitted to NPS and COLLEGE for approval. If no objections to the contract are raised by NPS and/or COLLEGE within 15 days after being provided the contract for review, NPS and/or COLLEGE shall be deemed to have approved the contract. In the event all parties are not in agreement with regard to construction contract approval, CITY shall have the final say on whether the construction contract is approved.

8. BILLING FOR PROJECT COSTS. Upon receipt of invoices for project costs, CITY shall bill NPS ~~and COLLEGE~~ for ~~their~~its portion of said costs as provided in this Agreement. NPS ~~and COLLEGE each agree~~agrees to pay amounts billed by CITY within 60 days of CITY requesting payment. No interest shall be due on any amount billed and paid pursuant to the terms of this Agreement except in the event any payment from NPS ~~and/or COLLEGE~~ becomes delinquent. In the event any payment from NPS ~~and/or COLLEGE~~ becomes delinquent, interest shall be imposed on the delinquent amount at the rate of twelve percent (12%) per annum until paid.

9. BILLING COMMUNICATIONS. Billing communications shall be directed as follows:

- a. Billing communications to CITY shall be directed to _____Norfolk City Clerk, 309 N. 5th Street, Norfolk, Nebraska 68701, 402-844-2000, bduerst@norfolkne.gov.
- b. Billing communications to NPS shall be directed to _____.
- c. Billing communications to COLLEGE shall be directed _____to
accountspayable@northeast.edu.

10. NO PARTNERSHIP CREATED. This Agreement does not create any partnership between the parties hereto and does not create a new or separate legal entity and the powers authorized by this Agreement are limited to those granted herein. For purposes of this Agreement, however, CITY shall be considered the administrator of this Agreement.

11. OWNERSHIP/MAINTENANCE. CITY will be the sole owner of all plans, designs and improvements constructed with the contributed funds and will be responsible for ongoing maintenance of said improvements.

12. CONTACT PERSONS. To facilitate this undertaking and communication of the parties, each party has named the following individuals to be the contact persons for any issues related to the construction improvements contemplated by this Agreement:

A. CITY:

Name: _____Nathan Powell
 Title: Parks and Recreation Director
 Address: 309 N. 5th Street
 Norfolk, Nebraska 68701
 Telephone: _____(402) 844-2184
 Email: _____npowell@norfolkne.gov

B. NPS:

Name: _____Jamie Jo Thompson
 _____Title: Superintendent
 Address: _____512 Philip Avenue
 Norfolk, NE 68701
 Telephone: _____(402) 644-2500
 Email: _____jamijothompson@npsne.org

C. COLLEGE:

Name: _____Vice President of Administrative Services
 Address: _____801 East Benjamin Avenue

Norfolk, NE 68701

Telephone: _____(402) 844-7016

Email: _____sgray7@northeast.edu

13. INDEMNIFICATION AND HOLD HARMLESS.

- A. CITY hereby agrees to indemnify, defend and save harmless NPS and COLLEGE, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of CITY or its representatives, agents, employees, officials and trustees during performance of this Agreement.
- B. NPS hereby agrees to indemnify, defend and save harmless CITY and COLLEGE, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of NPS or its representatives, agents, employees, officials and trustees during performance of this Agreement.
- C. COLLEGE hereby agrees to indemnify, defend and save harmless CITY and NPS, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of COLLEGE or its representatives, agents, employees, officials and trustees during performance of this Agreement.

14. PUBLIC USE OF FACILITIES. The parties understand that CITY's contribution is being made on behalf of the public and that the softball Team Lockers will be available for use by individuals and entities other than NPS and COLLEGE.

15. PRIORITY FIELD SCHEDULING. In exchange for their contributions to the softball Team Lockers project, NPS and COLLEGE shall receive priority softball field scheduling over other individuals or entities desiring to use CITY's softball facilities. In the event NPS and COLLEGE both desire to use particular softball fields at the same time, they shall alternate priority usage with CITY's parks and recreation director making the final determination as to who uses the fields at any particular time.

16. SCHOOL COLORS/MASCOTS. CITY may allow NPS and COLLEGE to have some home field decorations in locker rooms subject to approval of CITY's parks and recreation director.

17. USAGE FEE. Once construction of the softball Team Lockers is complete, NPS and COLLEGE each agree to pay CITY fifty percent (50%) of the amount it costs CITY to provide recreation facilities to NPS and COLLEGE, respectively, based on their usage. Said fee shall be paid to City on or before _____December 31 of each year that this Agreement remains in effect. The usage fee shall be calculated by first determining the cost to CITY to provide recreational facilities to all users. That amount will be multiplied by NPS's and

COLLEGE's respective percentage of total usage time. NPS and COLLEGE will then each pay CITY fifty percent (50%) of their percentage amount calculated for use of the facilities. At the time of signing this Agreement, the usage fees have been calculated as follows:

Cost of City to provide recreation facilities: \$931,486.00

NPS usage fee:

NPS uses facilities ~~11.0366~~10.7366% of total usage time

City's total cost	\$931,486.00
	x 11.0366 <u>10.7366</u> % (NPS percentage)
	<u>\$102,804.38100,009.92</u> (cost to provide facilities to NPS)
	_____ x 50%
	\$ 51,402.19 <u>50,004.96</u> (amount due to City for facility usage)

COLLEGE usage fee:

COLLEGE uses facilities ~~10.3383~~10.3050% of total usage time

City's total cost	\$931,486.00
	x 10.3383 <u>10.3050</u> % (COLLEGE percentage)
	\$ 96,299.82 <u>95,989.63</u> (cost to provide facilities to COLLEGE)
	_____ x 50%
	\$ 48,149.91 <u>47,994.82</u> (amount due to City for facility usage)

The usage fees set forth herein shall be adjusted annually based on actual cost to CITY to provide the facilities and the actual percentage used by NPS and COLLEGE the previous year. At least sixty (60) days prior to the due date, CITY shall provide COLLEGE and NPS with a report, accounting, or other records as appropriate which contain an itemization of the CITY's total cost of providing recreational facilities, and records of total usage time, which were used for calculation of the Usage Fee.

The usage fee due under this Agreement shall be separate, apart from, and in addition to any other fees and/or costs NPS and/or COLLEGE pay to CITY under this or any separate agreement. Provided, however, the usage fee paid by College shall entitle College to access the recreational facilities for soccer, baseball and softball, according to the terms of the separate annual agreements between the College and City, the most recent of which are dated March 20, 2023, and which will continue to remain in full force and effect.

18. ADDITIONAL PAYMENT BY COLLEGE FOR TURF REPLACEMENT.

A. In addition to the usage fee set forth above, COLLEGE agrees to pay CITY an annual payment of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be used for turf replacement on CITY's football/soccer field at Veterans Memorial Park: (the "Turf

Replacement Payment”). The first payment shall be due on or before September 1, 2023, with subsequent payments being due on or before September 1 of each year that this Agreement remains in effect. By signing this Agreement, CITY and COLLEGE hereby agree to terminate the separate Agreement between CITY and COLLEGE dated August 17, 2017, and subsequent renewals thereof, providing for an annual payment of Twelve Thousand Five Hundred Dollars (\$12,500.00) by COLLEGE to CITY.

- B. Upon receipt of the annual ~~Twelve Thousand Five Hundred Dollars (\$12,500.00) payment~~ Turf Replacement Payment from NECC, CITY shall deposit said amount into a sinking fund that has been established pursuant to a separate Agreement dated August 15, 2011 between CITY, NPS, Lutheran High School Association of Northeast Nebraska, Incorporated, and Sacred Heart Church of Norfolk (Norfolk Catholic Schools) for the purpose of providing a mechanism to plan for replacement of the artificial turf on the football field at Veterans Memorial Park. Pursuant to said August 15, 2011 Agreement, a copy of which is attached hereto as Exhibit “B”, the sinking fund is to be administered by NPS who will hold the funds for replacement of the artificial turf. Any payment by CITY to the sinking fund referenced in this paragraph shall be contingent upon CITY first receiving said payment from NECC.
- C. Any payment CITY is required to make to the sinking fund under the separate August 15, 2011 Agreement shall be separate and apart from the payment referenced herein.

D. Pursuant to said August 15, 2011 Agreement, the College’s obligation to pay a Turf Replacement Payment shall terminate upon replacement of the artificial turf at Veteran’s Memorial Park installed in 2011, or upon termination of the August 15, 2011 Agreement.

19. AMENDMENT. This Agreement may be amended by written agreement approved by all parties hereto.

—20. TERMINATION. This Agreement may ~~only~~ be terminated ~~upon~~ by any party by written notice to the other parties if one or more of the other parties breaches a material obligation under this Agreement, and, if the breach is capable of cure, the breaching party fails to cure the breach within 30 days after the notice is sent which must include details of the breach. This Agreement may also be terminated by mutual written agreement of all parties hereto.

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

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, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,

A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

SCHOOL DISTRICT NO. 2 OF MADISON
COUNTY, NEBRASKA, A Political Subdivision of
the State of Nebraska

By _____
Title: _____
Printed Name: _____

NORTHEAST COMMUNITY COLLEGE, A
Political Subdivision of the State of Nebraska

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"

(Attach diagram showing proposed location of building)

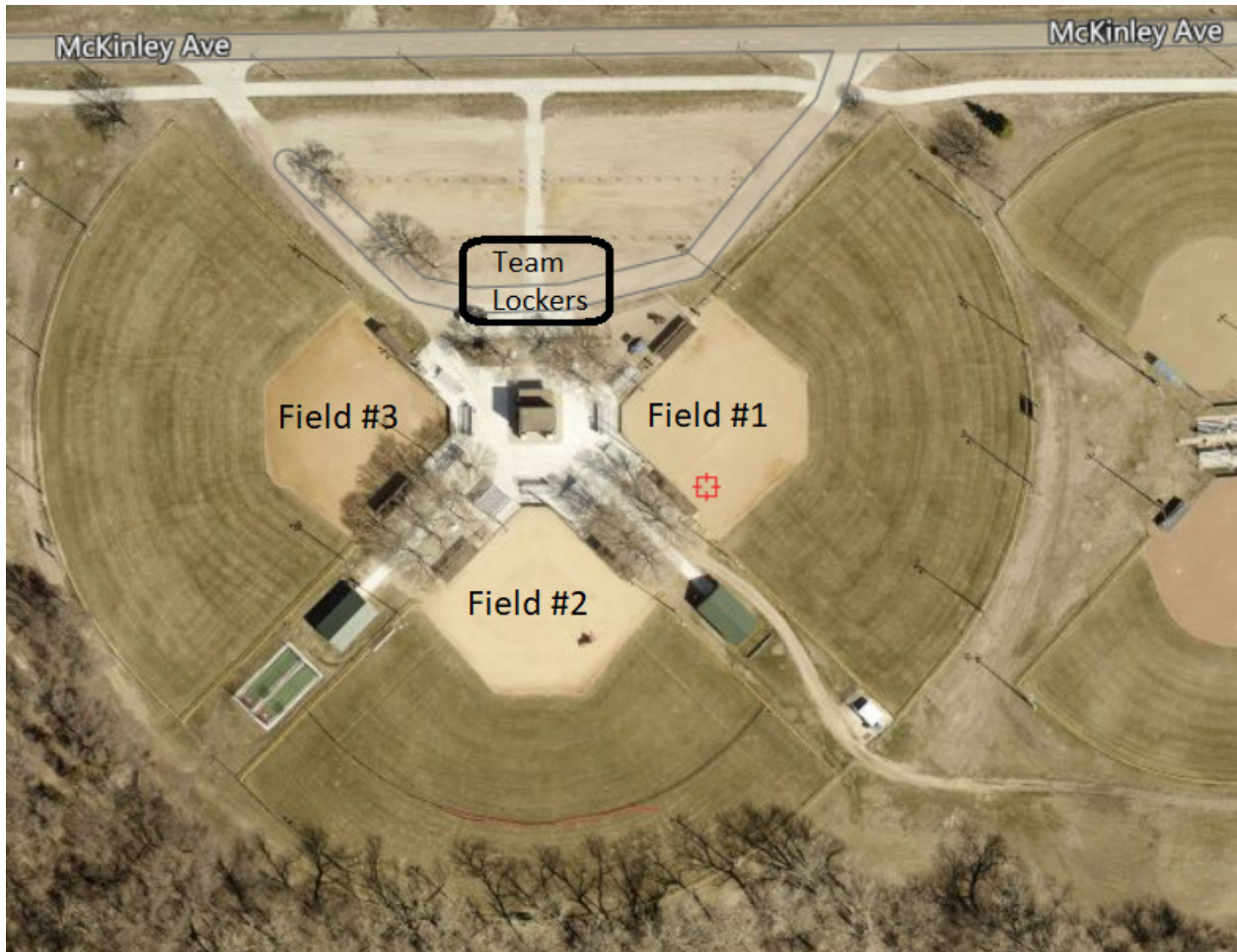


EXHIBIT "B"

AGREEMENT

This Agreement is made and entered into the 15 day of August, 2011, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and the following parties:

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter individually referred to as "NPS";

Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter individually referred to as "LUTHERAN"; and

Sacred Heart Church of Norfolk, a Nebraska Nonprofit Corporation, hereinafter individually referred to as "CATHOLIC";

the above three schools are hereinafter collectively referred to as "SCHOOLS"; WITNESSETH:

WHEREAS, CITY is the owner of certain recreational facilities that the various SCHOOLS desire to utilize including the football field at CITY's Veterans Memorial Park; and

WHEREAS, CITY is in the process of making improvements at Veterans Memorial Park which include, but are not limited to, installing artificial turf on the football field, seating improvements, lighting improvements, and construction of a multi-use building that will contain restrooms, concessions and locker room facilities; and

WHEREAS, the improvements to Veterans Memorial Park are significant and will result in increased maintenance costs, altered utility rates, and the need to plan for the replacement of the artificial turf when it wears out; and

WHEREAS, the parties desire to cooperate to provide for a mechanism to plan for replacement of the artificial turf; and

WHEREAS, NPS has the legal authority to establish and maintain a sinking fund for artificial turf replacement; and

WHEREAS, the artificial turf to be installed has an eight (8) year warranty; and

WHEREAS, it is the intention of the parties hereto that artificial turf not be replaced for at least twelve (12) years after its installation; and

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

1. FUND. The parties hereto shall establish a fund to be administered by NPS to hold funds to be utilized for replacement of artificial turf on the football field at Veterans Memorial Park.
2. CITY CONTRIBUTION. CITY shall contribute Twelve Thousand Five Hundred Dollars (\$12,500.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
3. NPS CONTRIBUTION. NPS shall contribute Twelve Thousand Five Hundred Dollars (\$12,500.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
4. LUTHERAN CONTRIBUTION. LUTHERAN shall contribute Six Thousand Dollars (\$6,000.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
5. CATHOLIC CONTRIBUTION. CATHOLIC shall contribute Six Thousand Dollars (\$6,000.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
6. FACILITY ACCESS. So long as NPS, LUTHERAN and CATHOLIC, respectively, are current in their contributions to said fund, then said schools remaining current may access CITY's recreational facilities. Said access shall be subject to separate agreements between CITY and the respective schools accessing CITY facilities.
7. FACILITY ACCESS AT NO COST. CITY agrees that, for a period of two (2) years, so long as NPS, LUTHERAN and CATHOLIC, respectively, are current in their contributions, they may access CITY's recreational facilities at no additional costs beyond the contribution provided for in this Agreement. After the initial two-year period, the parties agree to evaluate the usage of CITY's recreational facilities and discuss the issue of fees to access CITY's recreational facilities. Said access shall be subject to separate agreements between CITY and the respective schools accessing CITY facilities.
8. CONTRIBUTIONS NONREFUNDABLE. In the event NPS, LUTHERAN and CATHOLIC, respectively, cease to contribute funds to the sinking fund as set forth herein, all funds previously paid are non-refundable to the contributing party.
9. PURPOSE OF FUNDS. All funds placed in sinking funds, together with any income earned thereon, shall be held for the sole purpose of artificial turf replacement.
10. ACCESS TO FUNDS. CITY shall have sole authority to access funds for artificial turf replacement.
11. TIME OF ACCESS TO FUNDS. CITY may only access funds after twelve (12) years unless all contributors agree in writing that funds may be accessed for artificial turf replacement prior to that time.

12. MONITOR FACILITY COSTS. During the first two (2) years of this Agreement when SCHOOLS are allowed access to CITY facilities at no additional cost as set forth herein, CITY will monitor costs associated with maintenance, utilities, clean-up, set up and all similar costs related to making facilities available to SCHOOLS.

13. INSURANCE. During the term of this Agreement, all separate agreements for the use of CITY facilities by NPS, LUTHERAN and CATHOLIC, respectively, shall include the following minimum insurance requirements:

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

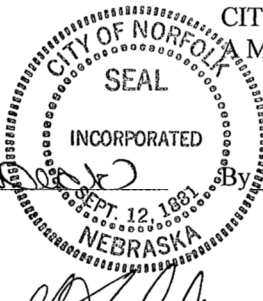
In the event the Nebraska Legislature amends the tort limits applicable to political subdivisions, CITY can unilaterally amend the insurance requirements set forth above.

14. TERMINATION. This Agreement shall terminate upon replacement of the artificial turf installed in 2011.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
Municipal Corporation



Elizabeth A. [Signature] City Clerk By *Lee [Signature]* Mayor

Approved as to Form: *[Signature]*
City Attorney

SCHOOL DISTRICT NO. 2 OF MADISON
COUNTY, NEBRASKA, A Political Subdivision of
the State of Nebraska

By Maureen A. Whiting
Its Superintendent of Schools

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

By Jody Carlson
Its

By John Fehrs
Its Vice-President &
John Fehrs

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By Zachary A. Ales
Its President or Presiding Officer of the
Board of Directors

By Jeff Bellon
Its Executive Director/Principal

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the following parties:

City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”;

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter individually referred to as “NPS”; and

Northeast Community College, a Political Subdivision of the State of Nebraska, hereinafter referred to as “COLLEGE”;

WITNESSETH:

WHEREAS, CITY is the owner of softball facilities at CITY’s Ta-Ha-Zouka Park that NPS and COLLEGE utilize, along with other sports groups and citizens; and

WHEREAS, NPS and COLLEGE desire to cooperate with CITY in funding improvements at Ta-Ha-Zouka Park including the planning, designing, and construction of softball Team Lockers which will include, but not be limited to, locker rooms and restroom facilities with ADA accessibility, parking, and utilities; and

WHEREAS, placement of the softball Team Lockers at Ta-Ha-Zouka Park will align with CITY’s current Parks Master Plan; and

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

1. DURATION. The term of this Agreement shall be for a period of five (5) years from the date of execution hereof, if not terminated earlier by the parties as set forth herein.

2. FUNDING. The parties hereto shall voluntarily participate in funding the construction of softball Team Lockers in Ta-Ha-Zouka Park to include, but not be limited to, locker rooms and restroom facilities with ADA accessibility, parking, and utilities. The parties will contribute the following portions of the total cost:

CITY	1/3 (not to exceed \$400,000.00)
NPS	1/3 (not to exceed \$400,000.00)
COLLEGE	\$400,000.00

In the event the cost of the project exceeds \$1,200,000.00, the parties agree that there is no obligation by NPS and/or COLLEGE to fund the project beyond the obligations set forth herein.

To fund its portion of the project, COLLEGE shall pay CITY an assessment in the amount \$100,000 per year for a period of four (4) years. The first payment shall be due from COLLEGE to CITY on September 1, 2023, and a like payment on September 1, 2024, September 1, 2025 and a final payment September 1, 2026. In the event any payment from COLLEGE becomes delinquent, interest shall be imposed on the delinquent amount at the rate of twelve percent (12%) per annum until paid.

3. UTILIZATION OF FUNDS. The funds will be utilized for design and construction costs of the locker rooms, restroom facility, parking, and for extending utilities to the site.

4. LOCATION. The facility shall be constructed at a location described and depicted on the diagram attached hereto and marked as Exhibit "A", which location aligns with CITY's current Parks Master Plan.

5. FACILITY. The softball Team Lockers shall consist of two sets of restrooms, two locker rooms, and one refurbished umpire changing room and one family restroom in the press box restrooms.

6. MANAGEMENT. CITY will oversee the project including hiring the engineering firm, taking bids, and general project management. Any bidding, contracting, and payment functions related to this project shall be done in the name of CITY and CITY shall own and be the sole entity liable for the project except as set forth in paragraph 13 hereof.

7. APPROVAL OF CONSTRUCTION CONTRACT. The construction contract funded by this Agreement will be submitted to NPS and COLLEGE for approval. If no objections to the contract are raised by NPS and/or COLLEGE within 15 days after being provided the contract for review, NPS and/or COLLEGE shall be deemed to have approved the contract. In the event all parties are not in agreement with regard to construction contract approval, CITY shall have the final say on whether the construction contract is approved.

8. BILLING FOR PROJECT COSTS. Upon receipt of invoices for project costs, CITY shall bill NPS for its portion of said costs as provided in this Agreement. NPS agrees to pay amounts billed by CITY within 60 days of CITY requesting payment. No interest shall be due on any amount billed and paid pursuant to the terms of this Agreement except in the event any payment from NPS becomes delinquent. In the event any payment from NPS becomes delinquent, interest shall be imposed on the delinquent amount at the rate of twelve percent (12%) per annum until paid.

9. BILLING COMMUNICATIONS. Billing communications shall be directed as follows:

- a. Billing communications to CITY shall be directed to Norfolk City Clerk, 309 N. 5th Street, Norfolk, Nebraska 68701, 402-844-2000, bduerst@norfolkne.gov.

b. Billing communications to NPS shall be directed to _____
_____.

c. Billing communications to COLLEGE shall be directed to accountspayable@northeast.edu.

10. NO PARTNERSHIP CREATED. This Agreement does not create any partnership between the parties hereto and does not create a new or separate legal entity and the powers authorized by this Agreement are limited to those granted herein. For purposes of this Agreement, however, CITY shall be considered the administrator of this Agreement.

11. OWNERSHIP/MAINTENANCE. CITY will be the sole owner of all plans, designs and improvements constructed with the contributed funds and will be responsible for ongoing maintenance of said improvements.

12. CONTACT PERSONS. To facilitate this undertaking and communication of the parties, each party has named the following individuals to be the contact persons for any issues related to the construction improvements contemplated by this Agreement:

A. CITY:

Name: Nathan Powell
Title: Parks and Recreation Director
Address: 309 N. 5th Street
Norfolk, Nebraska 68701
Telephone: (402) 844-2184
Email: npowell@norfolkne.gov

B. NPS:

Name: Jamie Jo Thompson
Title: Superintendent
Address: 512 Philip Avenue
Norfolk, NE 68701
Telephone: (402) 644-2500
Email: jamijothompson@npsne.org

C. COLLEGE:

Name: Vice President of Administrative Services
Address: 801 East Benjamin Avenue
Norfolk, NE 68701
Telephone: (402) 844-7016
Email: sgray7@northeast.edu

13. INDEMNIFICATION AND HOLD HARMLESS.

- A. CITY hereby agrees to indemnify, defend and save harmless NPS and COLLEGE, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of CITY or its representatives, agents, employees, officials and trustees during performance of this Agreement.
- B. NPS hereby agrees to indemnify, defend and save harmless CITY and COLLEGE, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of NPS or its representatives, agents, employees, officials and trustees during performance of this Agreement.
- C. COLLEGE hereby agrees to indemnify, defend and save harmless CITY and NPS, their representatives, agents, employees, officials and trustees, from and against all claims, demands, suits, actions, loss, claim of loss, payments or judgments arising from the sole negligent act, or omission, of COLLEGE or its representatives, agents, employees, officials and trustees during performance of this Agreement.

14. PUBLIC USE OF FACILITIES. The parties understand that CITY's contribution is being made on behalf of the public and that the softball Team Lockers will be available for use by individuals and entities other than NPS and COLLEGE.

15. PRIORITY FIELD SCHEDULING. In exchange for their contributions to the softball Team Lockers project, NPS and COLLEGE shall receive priority softball field scheduling over other individuals or entities desiring to use CITY's softball facilities. In the event NPS and COLLEGE both desire to use particular softball fields at the same time, they shall alternate priority usage with CITY's parks and recreation director making the final determination as to who uses the fields at any particular time.

16. SCHOOL COLORS/MASCOTS. CITY may allow NPS and COLLEGE to have some home field decorations in locker rooms subject to approval of CITY's parks and recreation director.

17. USAGE FEE. Once construction of the softball Team Lockers is complete, NPS and COLLEGE each agree to pay CITY fifty percent (50%) of the amount it costs CITY to provide recreation facilities to NPS and COLLEGE, respectively, based on their usage. Said fee shall be paid to City on or before December 31 of each year that this Agreement remains in effect. The usage fee shall be calculated by first determining the cost to CITY to provide recreational facilities to all users. That amount will be multiplied by NPS's and COLLEGE's respective percentage of total usage time. NPS and COLLEGE will then each pay CITY fifty percent (50%) of their percentage amount calculated for use of the facilities. At the time of signing this Agreement, the usage fees have been calculated as follows:

Cost of City to provide recreation facilities: \$931,486.00

NPS usage fee:

NPS uses facilities 10.7366% of total usage time

City's total cost	\$931,486.00
	<u>x 10.7366%</u> (NPS percentage)
	\$100,009.92 (cost to provide facilities to NPS)
	<u>x 50%</u>
	\$ 50,004.96 (amount due to City for facility usage)

COLLEGE usage fee:

COLLEGE uses facilities 10.3050% of total usage time

City's total cost	\$931,486.00
	<u>x 10.3050%</u> (COLLEGE percentage)
	\$ 95,989.63 (cost to provide facilities to COLLEGE)
	<u>x 50%</u>
	\$ 47,994.82 (amount due to City for facility usage)

The usage fees set forth herein shall be adjusted annually based on actual cost to CITY to provide the facilities and the actual percentage used by NPS and COLLEGE the previous year. At least sixty (60) days prior to the due date, CITY shall provide COLLEGE and NPS with a report, accounting, or other records as appropriate which contain an itemization of the CITY's total cost of providing recreational facilities, and records of total usage time, which were used for calculation of the Usage Fee.

The usage fee due under this Agreement shall be separate, apart from, and in addition to any other fees and/or costs NPS and/or COLLEGE pay to CITY under this or any separate agreement. Provided, however, the usage fee paid by College shall entitle College to access the recreational facilities for soccer, baseball and softball, according to the terms of the separate annual agreements between the College and City, the most recent of which are dated March 20, 2023, and which will continue to remain in full force and effect.

18. ADDITIONAL PAYMENT BY COLLEGE FOR TURF REPLACEMENT.

A. In addition to the usage fee set forth above, COLLEGE agrees to pay CITY an annual payment of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be used for turf replacement on CITY's football/soccer field at Veterans Memorial Park (the "Turf Replacement Payment"). The first payment shall be due on or before September 1, 2023, with subsequent payments being due on or before September 1 of each year that this Agreement remains in effect. By signing this Agreement, CITY and COLLEGE hereby agree to terminate the separate Agreement between CITY and COLLEGE dated August 17, 2017, and subsequent renewals thereof, providing for an

annual payment of Twelve Thousand Five Hundred Dollars (\$12,500.00) by COLLEGE to CITY.

- B. Upon receipt of the annual Turf Replacement Payment from NECC, CITY shall deposit said amount into a sinking fund that has been established pursuant to a separate Agreement dated August 15, 2011 between CITY, NPS, Lutheran High School Association of Northeast Nebraska, Incorporated, and Sacred Heart Church of Norfolk (Norfolk Catholic Schools) for the purpose of providing a mechanism to plan for replacement of the artificial turf on the football field at Veterans Memorial Park. Pursuant to said August 15, 2011 Agreement, a copy of which is attached hereto as Exhibit "B", the sinking fund is to be administered by NPS who will hold the funds for replacement of the artificial turf. Any payment by CITY to the sinking fund referenced in this paragraph shall be contingent upon CITY first receiving said payment from NECC.
- C. Any payment CITY is required to make to the sinking fund under the separate August 15, 2011 Agreement shall be separate and apart from the payment referenced herein.
- D. Pursuant to said August 15, 2011 Agreement, the College's obligation to pay a Turf Replacement Payment shall terminate upon replacement of the artificial turf at Veteran's Memorial Park installed in 2011, or upon termination of the August 15, 2011 Agreement.

19. AMENDMENT. This Agreement may be amended by written agreement approved by all parties hereto.

20. TERMINATION. This Agreement may be terminated by any party by written notice to the other parties if one or more of the other parties breaches a material obligation under this Agreement, and, if the breach is capable of cure, the breaching party fails to cure the breach within 30 days after the notice is sent which must include details of the breach. This Agreement may also be terminated by mutual written agreement of all parties hereto.

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

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, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

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

SCHOOL DISTRICT NO. 2 OF MADISON
COUNTY, NEBRASKA, A Political Subdivision of
the State of Nebraska

By _____
Title: _____
Printed Name: _____

NORTHEAST COMMUNITY COLLEGE, A
Political Subdivision of the State of Nebraska

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"

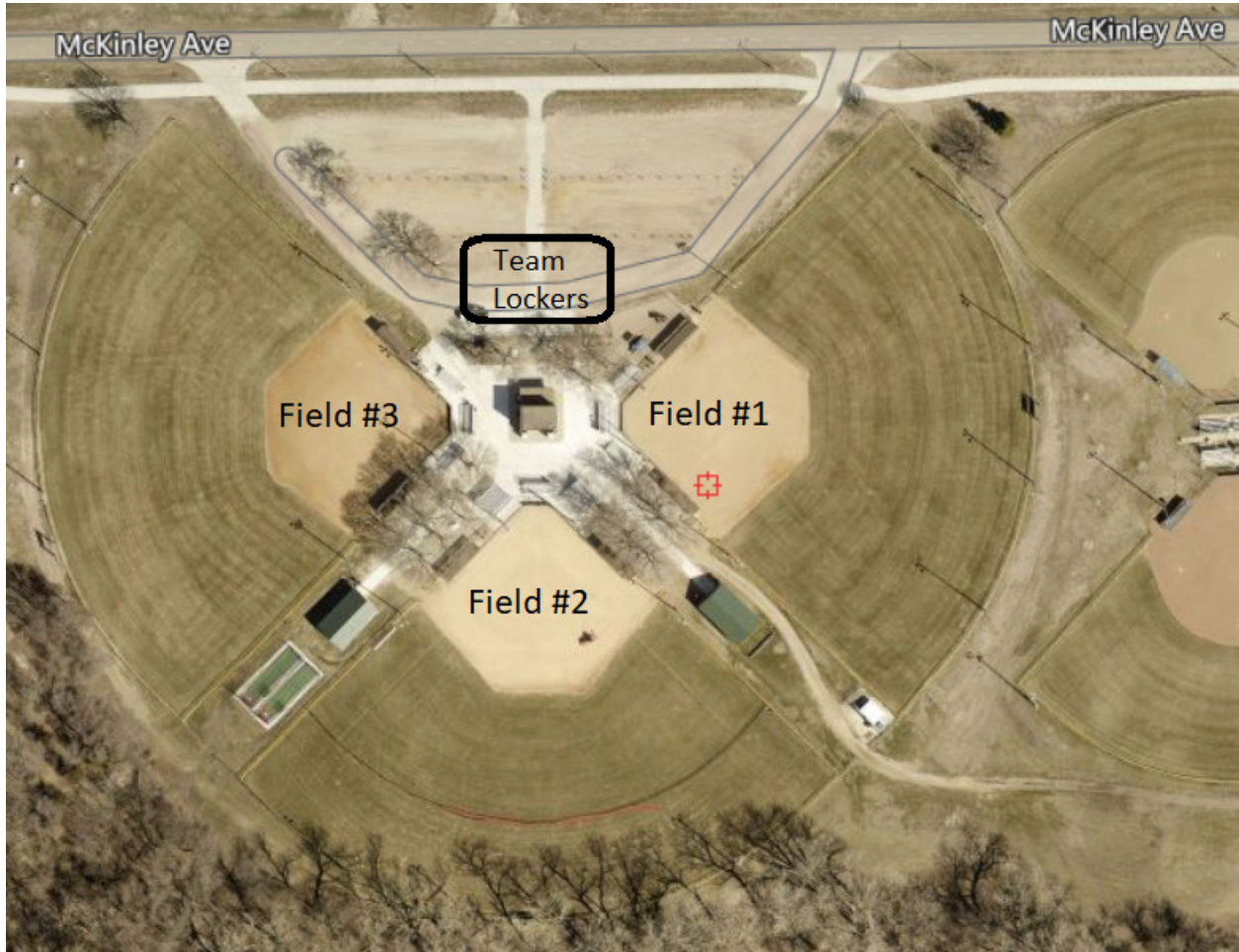


EXHIBIT "B"

AGREEMENT

This Agreement is made and entered into the 15 day of August, 2011, by and between City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and the following parties:

School District No. 2 of Madison County, Nebraska (also known as Norfolk Public Schools), a Political Subdivision of the State of Nebraska, hereinafter individually referred to as "NPS";

Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter individually referred to as "LUTHERAN"; and

Sacred Heart Church of Norfolk, a Nebraska Nonprofit Corporation, hereinafter individually referred to as "CATHOLIC";

the above three schools are hereinafter collectively referred to as "SCHOOLS"; WITNESSETH:

WHEREAS, CITY is the owner of certain recreational facilities that the various SCHOOLS desire to utilize including the football field at CITY's Veterans Memorial Park; and

WHEREAS, CITY is in the process of making improvements at Veterans Memorial Park which include, but are not limited to, installing artificial turf on the football field, seating improvements, lighting improvements, and construction of a multi-use building that will contain restrooms, concessions and locker room facilities; and

WHEREAS, the improvements to Veterans Memorial Park are significant and will result in increased maintenance costs, altered utility rates, and the need to plan for the replacement of the artificial turf when it wears out; and

WHEREAS, the parties desire to cooperate to provide for a mechanism to plan for replacement of the artificial turf; and

WHEREAS, NPS has the legal authority to establish and maintain a sinking fund for artificial turf replacement; and

WHEREAS, the artificial turf to be installed has an eight (8) year warranty; and

WHEREAS, it is the intention of the parties hereto that artificial turf not be replaced for at least twelve (12) years after its installation; and

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

1. FUND. The parties hereto shall establish a fund to be administered by NPS to hold funds to be utilized for replacement of artificial turf on the football field at Veterans Memorial Park.
2. CITY CONTRIBUTION. CITY shall contribute Twelve Thousand Five Hundred Dollars (\$12,500.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
3. NPS CONTRIBUTION. NPS shall contribute Twelve Thousand Five Hundred Dollars (\$12,500.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
4. LUTHERAN CONTRIBUTION. LUTHERAN shall contribute Six Thousand Dollars (\$6,000.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
5. CATHOLIC CONTRIBUTION. CATHOLIC shall contribute Six Thousand Dollars (\$6,000.00) to said fund no later than November 1 of each year that this Agreement remains in effect.
6. FACILITY ACCESS. So long as NPS, LUTHERAN and CATHOLIC, respectively, are current in their contributions to said fund, then said schools remaining current may access CITY's recreational facilities. Said access shall be subject to separate agreements between CITY and the respective schools accessing CITY facilities.
7. FACILITY ACCESS AT NO COST. CITY agrees that, for a period of two (2) years, so long as NPS, LUTHERAN and CATHOLIC, respectively, are current in their contributions, they may access CITY's recreational facilities at no additional costs beyond the contribution provided for in this Agreement. After the initial two-year period, the parties agree to evaluate the usage of CITY's recreational facilities and discuss the issue of fees to access CITY's recreational facilities. Said access shall be subject to separate agreements between CITY and the respective schools accessing CITY facilities.
8. CONTRIBUTIONS NONREFUNDABLE. In the event NPS, LUTHERAN and CATHOLIC, respectively, cease to contribute funds to the sinking fund as set forth herein, all funds previously paid are non-refundable to the contributing party.
9. PURPOSE OF FUNDS. All funds placed in sinking funds, together with any income earned thereon, shall be held for the sole purpose of artificial turf replacement.
10. ACCESS TO FUNDS. CITY shall have sole authority to access funds for artificial turf replacement.
11. TIME OF ACCESS TO FUNDS. CITY may only access funds after twelve (12) years unless all contributors agree in writing that funds may be accessed for artificial turf replacement prior to that time.

12. MONITOR FACILITY COSTS. During the first two (2) years of this Agreement when SCHOOLS are allowed access to CITY facilities at no additional cost as set forth herein, CITY will monitor costs associated with maintenance, utilities, clean-up, set up and all similar costs related to making facilities available to SCHOOLS.

13. INSURANCE. During the term of this Agreement, all separate agreements for the use of CITY facilities by NPS, LUTHERAN and CATHOLIC, respectively, shall include the following minimum insurance requirements:

	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 the event the Nebraska Legislature amends the tort limits applicable to political subdivisions, CITY can unilaterally amend the insurance requirements set forth above.

14. TERMINATION. This Agreement shall terminate upon replacement of the artificial turf installed in 2011.

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By Alex Jucantman
City Clerk Mayor

Approved as to Form: [Signature]
City Attorney

SCHOOL DISTRICT NO. 2 OF MADISON
COUNTY, NEBRASKA, A Political Subdivision of
the State of Nebraska

By Maureen A. Whiting
Its Superintendent of Schools

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

By Jody Carlson
Its

By John Fehrs
Its Vice-President &
John Fehrs

SACRED HEART CHURCH OF NORFOLK,
A Nebraska Nonprofit Corporation

By Zachary A. Ales
Its President or Presiding Officer of the
Board of Directors

By Jeff Bellon
Its Executive Director/Principal

Date of Issuance:	Effective Date:	June 5, 2023
Owner: City of Norfolk, NE	Owner's Contract No.:	
Contractor: Elkhorn Paving Construction Co., Inc.	Contractor's Project No.:	
Engineer:	Engineer's Project No.:	
Project: Paving District No. 520 (Walters' East Knolls 14th Addition)	Contract Name:	Paving District No. 520 (Walters' East Knolls 14th Addition)

The Contract is modified as follows upon execution of this Change Order:

Description: **Balance bid quantities to final quantities.**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>249,267.35</u>	Original Contract Times: _____ Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>June 15, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>249,267.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>June 15, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>6,582.60</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>255,849.95</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>June 15, 2023</u> days or dates

RECOMMENDED: By: <u><i>Anna Allen</i></u> Engineer (if required) Title: <u>Assistant Engineer</u> Date: <u>5-25-23</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Title: _____ Date: _____	ACCEPTED: By: <u><i>Martin Neelans</i></u> Contractor (Authorized Signature) Title: <u>UP</u> Date: <u>5-25-23</u>
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Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Change Order Estimate

Project Name: Paving District No. 320 (Walbers' East Knolls 14th Addition)		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 1F							
Contractor: Elkhorn Paving Construction Co., Inc.		Effective Date: 6/5/2023							
Item			Current Contract Items			Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
1-1	Mobilization	\$1,200.00	LS	1	\$1,200.00		\$0.00	1	\$1,200.00
1-2	Build 7" PCC Concrete Pavement	\$56.75	SY	3,778.6	\$214,435.55		\$0.00	3778.6	\$214,435.55
1-3	Build 4" Crushed concrete Foundation	\$28.00	Tons	823.5	\$16,211.00	130.1	\$3,382.60	753.6	\$19,593.60
1-4	Subgrade Preparation	\$2.00	SY	3,778.6	\$7,557.20		\$0.00	3778.6	\$7,557.20
1-5	Remove 18" CMP Roadway Pipe	\$5.00	LF	70	\$350.00		\$0.00	70	\$350.00
1-6	Build 18" RCP Roadway Pipe	\$30.00	LF	70	\$2,100.00		\$0.00	70	\$2,100.00
1-7	Remove Concrete Header (31 L.F.)	\$250.00	EA	1	\$250.00		\$0.00	1	\$250.00
1-8	Build Concrete Header (31 L.F.)	\$350.00	EA	2	\$700.00		\$0.00	2	\$700.00
1-9	Build Pedestrian Ramp w/Detectable Warning Plate	\$350.00	EA	6	\$2,100.00		\$0.00	6	\$2,100.00
1-10	Adjust Sanitary Sewer Manhole to Grade	\$350.00	EA	3	\$1,050.00		\$0.00	3	\$1,050.00
1-11	Adjust Water Valve to Grade	\$250.00	EA	5.6	\$1,450.00		\$0.00	5.6	\$1,450.00
1-12	Install Low Porosity Silt Fence	\$6.00	LF	60.6	\$363.60		\$0.00	60.6	\$363.60
1-13	Extra Grading	\$1,500.00	EA	1	\$1,500.00		\$0.00	1	\$1,500.00
1-14	18" FES	\$1,225.00	EA	0	\$0.00	2	\$2,450.00	2	\$2,450.00
1-15	Rebar Mat Over Storm Sewer	\$750.00	LS	0	\$0.00	1	\$750.00	1	\$750.00
							\$6,582.60		

Change Order Estimate

Project Name: Paving District No. 520 (Walters' East Knolls 14th Addition)		Project Number:	
Owner: City of Norfolk, NE		Change Order Number: 1F	
Contractor: Elkhorn Paving Construction Co., Inc.		Effective Date: 6/5/2023	
Item			
Bid Item No.	Description	Reason for Change	
1-1	Mobilization		
1-2	Build 7" PCC Concrete Pavement		
1-3	Build 4" Crushed concrete Foundation	Extra 4" crushed concrete foundation needed to build up to grade.	
1-4	Subgrade Preparation		
1-5	Remove 18" CMP Roadway Pipe		
1-6	Build 18" RCP Roadway Pipe		
1-7	Remove Concrete Header (31 L.F.)		
1-8	Build Concrete Header (31 L.F.)		
1-9	Build Pedestrian Ramp w/ Detectable Warning Plate		
1-10	Adjust Sanitary Sewer Manhole to Grade		
1-11	Adjust Water Valve to Grade		
1-12	Install Low Porosity S2 Fence		
1-13	Extra Grading		
1-14	18" PES	Added flared end sections on culvert south of Benjamin.	
1-15	Rebar Mat Over Storm Sewer	RCP storm drain was high, the top of pipe was at bottom of pavement. Added rebar mat to protect storm drain from the weight of the pavement.	

ORDINANCE NO. 5835

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-372 OF THE OFFICIAL CITY CODE TO INCLUDE ADDITIONAL STREETS UPON WHICH THE OPERATION OF GOLF CAR VEHICLES IS ALLOWED; TO AMEND SECTION 24-373 TO REMOVE THE REQUIREMENT THAT A GOLF CAR VEHICLE BE EQUIPPED WITH A ROLL BAR; TO AMEND SECTION 24-377 TO INCREASE THE MINIMUM DAMAGE AMOUNT THAT REQUIRES GIVING NOTICE AS PROVIDED BY NEBRASKA REVISED STATUTE §60-699; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Sec. 24-372 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-372. Operation of golf car vehicles on streets and highways.

A golf car vehicle may be operated on streets and highways (excluding state highways) within the corporate limits of the city, in accordance with the following operating requirements:

- (1) Operation occurs only on streets with a speed limit of twenty-five miles per hour or less- and on the following residential one-way streets:

<u>Street</u>	<u>From</u>	<u>To</u>
<u>3rd Street</u>	<u>Madison Ave.</u>	<u>Omaha Ave.</u>
<u>4th Street</u>	<u>Omaha Ave.</u>	<u>Madison Ave.</u>
<u>5th Street</u>	<u>Madison Ave.</u>	<u>Omaha Ave.</u>
<u>6th Street</u>	<u>Omaha Ave.</u>	<u>Madison Ave.</u>

- (2) Operation occurs only between the hours of sunrise and sunset.
- (3) The headlight and taillight of the golf car vehicle shall be on.

- (4) The total number of persons on the golf car vehicle, including the operator and all passengers, shall not exceed the seating capacity as designed by the manufacturer of the golf car vehicle.
- (5) The golf car vehicle shall have a registration plate with validation decal issued by the police division as set forth in Section 24-375 of this Code.
- (6) Any person operating a golf car vehicle as authorized in this section:
 - a. Shall not operate such vehicle at a speed in excess of twenty miles per hour (20 mph) and shall observe posted speed limits if lower than twenty miles per hour;
 - b. Shall have a valid Class O operator's license as provided for in Section 60-6,381 of the *Nebraska Revised Statutes*;
 - c. Shall be eighteen (18) years of age or older;
 - d. Shall obey all applicable state and local traffic laws, ordinances, and regulations;
 - e. Shall properly utilize seatbelts and all provided safety equipment in the golf car vehicle;
 - f. Shall have liability insurance coverage for the golf car vehicle while operating the golf car vehicle on a street or highway in the following amounts, exclusive of interest and costs:
 - 1) Twenty-five thousand dollars (\$25,000) for bodily injury to or death of one person in any one accident, subject to such limit for one person;
 - 2) Fifty thousand dollars (\$50,000) for bodily injury to or death of two or more persons in any one accident; and
 - 3) Twenty-five thousand dollars (\$25,000) for injury to or destruction of property of others in any one accident;
 - g. Shall provide proof of insurance coverage to any peace officer requesting such proof within five (5) days of such request.

Section 2. That Sec. 24-373 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-373. Golf car vehicle; equipment required.

Every golf car vehicle shall be equipped with:

- (1) Headlights, taillights, brake lights and turn signal lights in good working order;
- (2) Seat belts in good working order which conform to federal motor vehicle safety standards for passenger restraint systems applicable for golf car vehicles;
- (3) A bicycle safety flag which extends not less than five feet (5') above the ground attached to the rear of the vehicle, said bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color;
- (4) A brake system maintained in good operating condition; and
- (5) An adequate muffler system in good working condition; ~~and.~~
- ~~(6) A roll bar designed and manufactured to prevent injuries in the event of a rollover.~~

Section 3. That Sec. 24-377 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-377. Golf car vehicle; accident; report required.

If an accident results in the death of any person, the injury of any person which requires treatment of the person by a physician, or property damage in the amount of one thousand five hundred dollars (~~\$1,000.00~~ \$1,500.00) or more, the operator of each golf car vehicle involved in the accident shall give notice of the accident in the same manner as provided by *Neb. Rev. Stat.* §60-699.

Section 4. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

ORDINANCE NO. 5836

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AMEND SECTION 26-97 OF THE OFFICIAL CITY CODE TO ADJUST VALUES THAT WILL APPLY IN THE FORMULA USED WHEN DETERMING THE SURCHARGE FOR EACH PROPERTY DISCHARGING INDUSTRIAL WASTES OR OTHER HIGH STRENGTH WASTEWATER; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 26-97 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 26-97. Wastewater treatment rates.

(a) Each user shall pay for the services provided by the city based on his, her or its use of the treatment works as determined by a water meter acceptable to the city.

(b) For industrial and commercial contributors, user charges shall be based on water used during the current billing period. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the city.

(c) Buildings housing four (4) or more apartments and trailer courts shall be billed as commercial users.

(d) For residential contributors, bimonthly user charges will be based on usage during the months of December and January, or January and February. The usage for each bimonthly billing cycle shall be adjusted to 1/6 of a year by the following formula: the current usage divided by the number of days between meter readings times three hundred sixty-five (365) divided by six (6). If a residential contributor has not established a December and January, or January and February usage, his or her bimonthly user charge shall be the average adjusted charge of all other residential contributors. If a residential contributor's usage falls below his or her base usage in any period, his or her sewer charge will be based on actual adjusted sewer

usage for that period; however, in no event shall the rate be less than the minimum sewer charge as set forth in subsection (e) below. The foregoing sewer charge calculation shall be in effect for any and all sewer charges generated on or after January 31, 1998.

(e) The minimum charge for residential and commercial sanitary sewer rates per bimonthly period shall be as set forth in Section 2-5 of this Code. In addition, each contributor shall pay a user charge rate as set forth in Section 2-5 of this Code.

(f) For those contributors who discharge wastewater of strength greater than normal domestic sewage, a normal user charge and surcharge will be collected.

Normal user charges shall be as set forth in Section 2-5 of this Code.

At the approximate end of each month, a computation shall be made to determine the surcharge for each property discharging industrial wastes or other high strength wastewater, using the following formula:

$$SC = [R_p \times (P_i - P_n) + R_s \times (S_i - S_n) + R_n \times (N_i - N_n) + R_x \times (X_i - X_n)] \times 8.34 \times V$$

Where:

SC = Surcharge in \$

R_p = Unit BOD cost of treating normal sewage in \$/lb.

P_i = BOD or .6 x COD in the industrial waste in mg/l.

P_n = BOD or .6 x COD in normal sewage in mg/l.

R_s = Unit suspended solids cost of treating normal sewage in \$/lb.

S_i = Suspended solids in the industrial waste in mg/l.

S_n = Suspended solids in normal sewage in mg/l.

R_n = Unit Kjeldhal nitrogen (TKN) cost of treating normal sewage in \$/lb.

N_i = TKN in the industrial waste in mg/l.

N_n = TKN in normal sewage in mg/l.

R_x = Unit cost of treating any additional pollutants in the industrial waste in \$/lb.

X_i = Substance requiring additional treatment in the industrial waste in mg/l.

X_n = Substance requiring additional treatment in the normal sewage in mg/l.

8.34 = lb/million gallons (mg/l).

V = Wastewater volume in millions of gallons.

It has been calculated that the following values will apply:

Rp = As set forth in Section 2-5 of this Code.

Pn = ~~300~~ 250 mg/l.

Rs = As set forth in Section 2-5 of this Code.

Sn = ~~300~~ 250 mg/l.

Rn = As set forth in Section 2-5 of this Code.

Nn = ~~40~~ 30 mg/l

(g) Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the city council.

(h) The user charge rates established in this article apply to all users, regardless of their location, of the city's treatment works.

(i) Any user of the city's liquid waste dump station for the disposal of special wastes shall be subject to a minimum handling fee as set forth in Section 2-5 of this Code. Each mud pit load is subject to a minimum fee plus transfer station tipping fees as set forth in Section 2-5 of this Code.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

For Office Use Only	Date Rec'd	<u>4-18-23</u>
	Fee	\$ <u>325</u> <u>4-18</u>
	Rec'd by	<u>EJ</u>

PLANNED DEVELOPMENT APPLICATION

Applicant: Norfolk Rentals, LLC 813 Forest Drive, Norfolk, NE 68701
 Name Address
402-860-0643 cmcarter81@gmail.com
 Phone Email

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

Contact: _____
 (other than Name Address
 applicant) _____

 Phone Email

Underlying Zoning District: R-1
Location of Property: NW Corner of E Norfolk Ave and N Victory Road
Legal Description: TAX LOTS SE 1/4 SE 1/4 23-24-1 TAX LOT 6 LESS PT TO STATE

Property Area, Square feet and/or Acres: 1.67 AC

Use of Adjoining Properties:
 North: Single Family R-1 East: Commercial C-1 South: Church R-1 West: Single Family R-1


 Signature of Owner
Chad Carter
 Printed Name of Owner

OR


 Authorized Agent
Joe T. DeVall
 Printed Name of Authorized Agent

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

**PLANNED DEVELOPMENT
JUSTIFICATION FORM**

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

Commercial Reserve

2. Does the planned development request conform to the Comprehensive Plan?

No

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

No

4. What is the reason for the planned development?

To put multiple primary buildings on one lot (3 buildings)

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

Mixture of residential, commercial, public (churches)

6. What is the general character of the area?

Vacant Lot

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

Yes

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

CARTER COMPLEX
located in Tax Lot 6 in the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska

R3 Planned Development Overlay District Requirements								
	Max Height	Min. Front Yard	Min. Side Yard	Min. Rear Yard	Min. Lot Width	Min. Site Area Per Unit	Min. Lot Size	Max. Building Coverage
Multiple-Family Permitted Uses	45'	25'	7'	30'	50'	2,000 Sq. Ft.	6,000 Sq. Ft.	60%

Variations Requested Summary:
 1) Having multiple buildings on the property.
 2) Minimum Front Yard setback on the South side of the property to be 20'.
 3) Each living unit is 625 sq. ft. The North building includes a mechanical area and an office, while the South 2 buildings include a mechanical area - these areas are not included in the living space.

Utility Companies:
 1) Digger's Hotline of Nebraska 800-331-5666
 2) Allo Communications - Telephone 855-632-3154
 3) Black Hills Energy - Natural Gas 800-890-5554
 4) Nebraska Public Power District - Electricity 877-275-6773
 5) Pierce Telephone Company - Telephone 402-329-6225
 6) Unite Private Networks LLC - Fiber Optics 866-963-4237

East ¼ Corner
 Found Mag Nail in asphalt as per my 2020 survey
 7.25' East to West face of curb inlet
 34.7' West to East face of curb inlet
 61.95' NE to SE corner of light pole base
 80.38' SE to lower left corner of Number '2' of stamped NDDR marker number 2310 on face of concrete curb

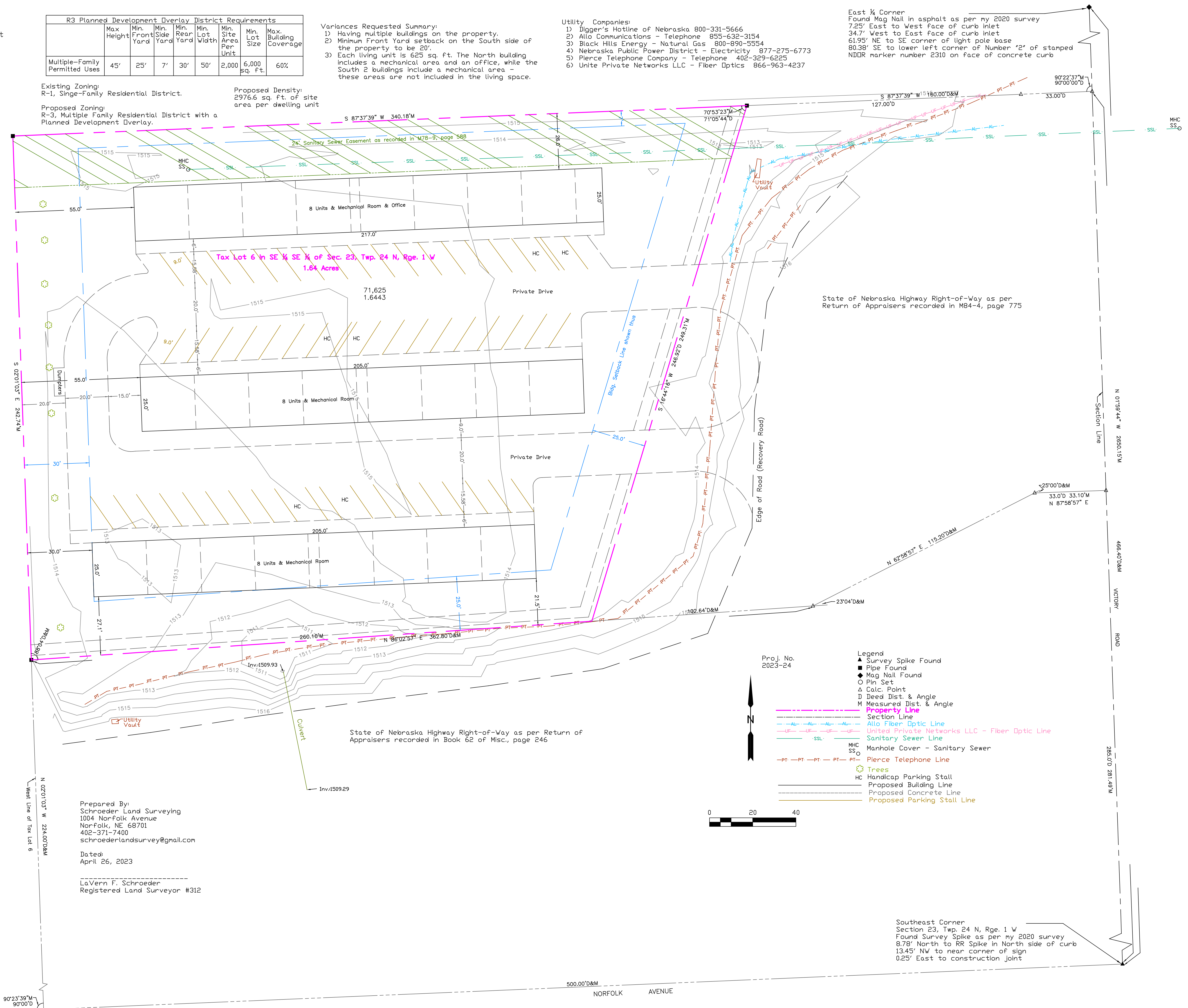
Existing Zoning:
R-1, Single-Family Residential District.

Proposed Density:
2976.6 sq. ft. of site area per dwelling unit

Proposed Zoning:
R-3, Multiple Family Residential District with a Planned Development Overlay.

Legal Description:
 Tax Lot 6 in the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska
EXCLUDING the following tract as per Return of Appraisers recorded in Book 62 of Misc., page 246:
 Located in Tax Lot 6 in the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:
 Beginning at the Southeast Corner of said Section 23; thence westerly on the South Line of the Southeast ¼ of the Southeast ¼ of said Section 23 a distance of 500.0 feet to a point on the West Line of said Tax Lot 6; thence northerly 90 degrees 00 minutes right and on said West Line a distance of 224.0 feet; thence easterly 88 degrees 04 minutes right a distance of 362.8 feet; thence northeasterly 23 degrees 04 minutes left a distance of 115.2 feet; thence easterly 25 degrees 00 minutes right a distance of 33.0 feet to a point on the East Line of said Southeast ¼ of the Southeast ¼; thence southerly on said East Line a distance of 285.0 feet to the point of beginning, containing 2.76 acres, more or less
AND EXCLUDING the following tract as per Return of Appraisers recorded in M84-8, page 775:
 Located in Tax Lot 6 of the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:
 Referring to the Southeast Corner of said Quarter Quarter Section; thence Northerly a distance of 466.40 feet along the East line of said Quarter Quarter Section; thence Westerly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 33.00 feet along the North line of the property owned by the condemnee(s) to the point of beginning; thence Westerly deflecting 000 degrees, 00 minutes, 00 seconds a distance of 127.00 feet along said line; thence Southerly deflecting 071 degrees, 05 minutes, 44 seconds left, a distance of 246.92 feet; thence Easterly deflecting 110 degrees, 50 minutes, 32 seconds left, a distance of 102.64 feet along the Northerly existing Highway Right of Way Line; thence Northeasterly deflecting 023 degrees, 04 minutes, 00 seconds left, a distance of 115.22 feet along said Right of Way Line; thence Northerly deflecting 064 degrees, 59 minutes, 44 seconds left, a distance of 181.43 feet along the Westerly existing County Road Right of Way to the point of beginning containing 0.82 acres, more or less.
 The total area of the tract is 1.64 acres more or less.

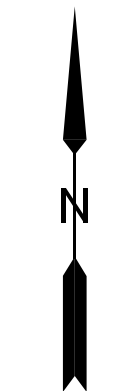
Current Owners:
James A. and Stacey S. Gardels



State of Nebraska Highway Right-of-Way as per Return of Appraisers recorded in M84-4, page 775

State of Nebraska Highway Right-of-Way as per Return of Appraisers recorded in Book 62 of Misc., page 246

Proj. No.
2023-24



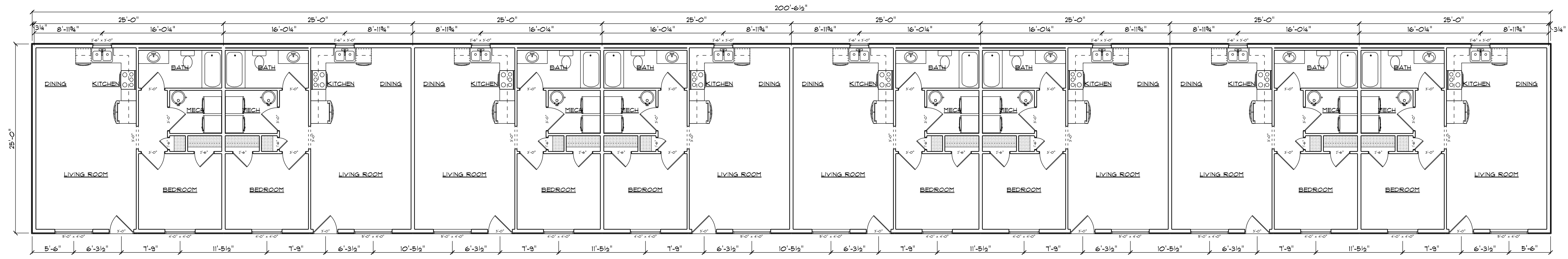
- Legend**
- ▲ Survey Spike Found
 - Pipe Found
 - ◆ Mag Nail Found
 - Pin Set
 - △ Calc. Point
 - D Deed Dist. & Angle
 - M Measured Dist. & Angle
 - Property Line
 - Section Line
 - Allo Fiber Optic Line
 - United Private Networks LLC - Fiber Optic Line
 - Sanitary Sewer Line
 - MHC Manhole Cover - Sanitary Sewer
 - Pierce Telephone Line
 - Trees
 - HC Handicap Parking Stall
 - Proposed Building Line
 - Proposed Concrete Line
 - Proposed Parking Stall Line

Prepared By:
Schroeder Land Surveying
1004 Norfolk Avenue
Norfolk, NE 68701
402-371-7400
schroederlandsurvey@gmail.com

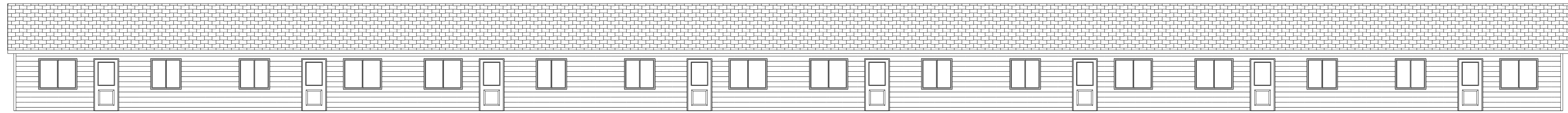
Dated:
April 26, 2023

LaVern F. Schroeder
Registered Land Surveyor #312

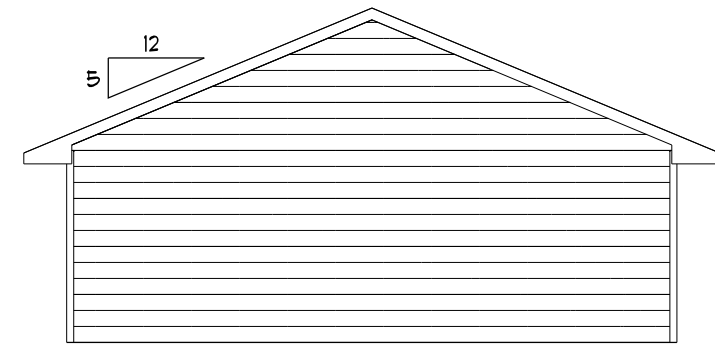
Southeast Corner
 Section 23, Twp. 24 N, Rge. 1 W
 Found Survey Spike as per my 2020 survey
 8.78' North to RR Spike in North side of curb
 13.45' NW to near corner of sign
 0.25' East to construction joint



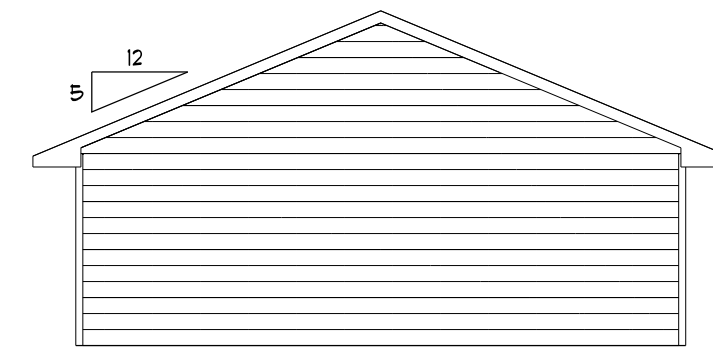
MAIN FLOOR PLAN
NOTE: 8'-0" CEILING\$ UNLESS NOTED



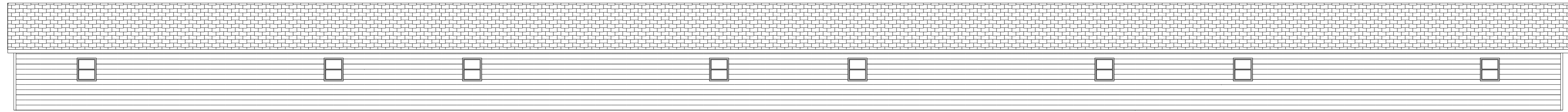
FRONT ELEVATION



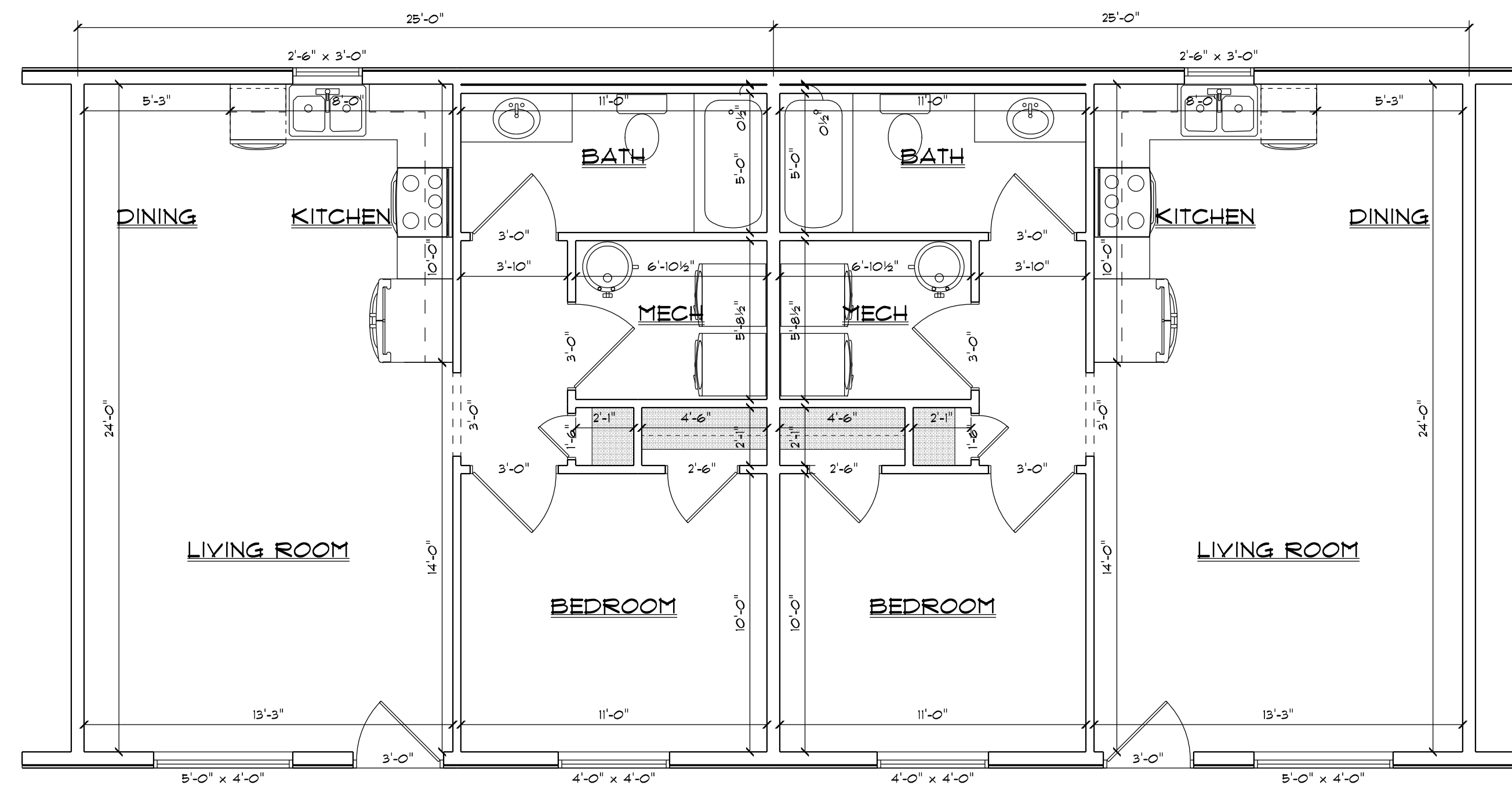
LEFT ELEVATION



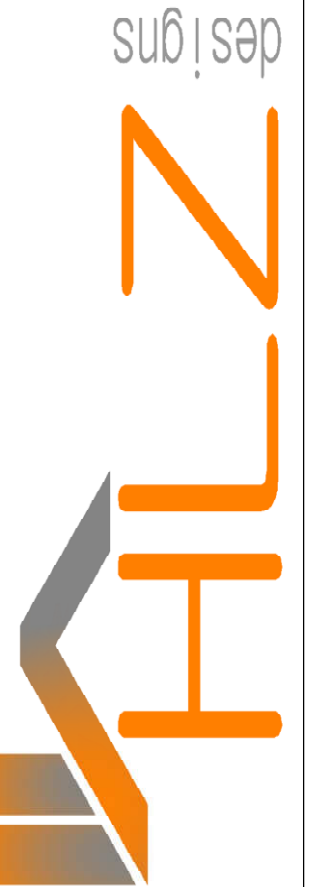
RIGHT ELEVATION



REAR ELEVATION



UNIT PLAN
SCALE: 1/4" = 1'-0"

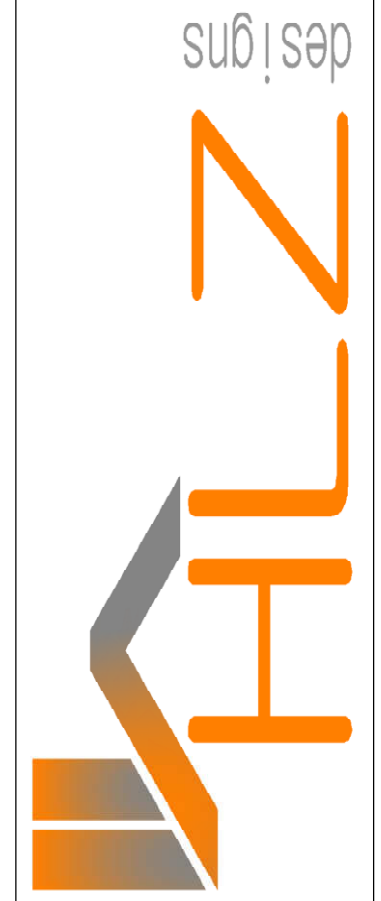


THESE DRAWINGS PROPERTY OF HLZ DESIGNS CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, STRUCTURAL REQUIREMENTS, SITE CONDITIONS AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

WALL SCHEDULE
EXT. WALL: 6" STUD/SHEETING
INT. WALL: 3.5" STUD ONLY

CARTER COMPLEX

SCALE: 1/8" = 1'-0" DRAWN BY: ADH
DRAWN DATE: 10-17-22 PROJECT: 220924
PLOT DATE: 10-24-22 REVISION: 1



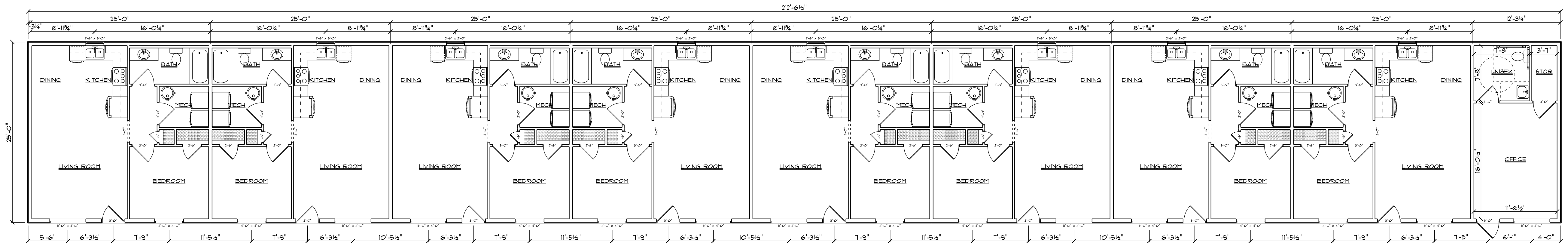
THESE DRAWINGS PROPERTY OF HLZ DESIGNS CREATED FOR MATERIAL ESTIMATING PURPOSES AND ARE NOT DESIGNED TO SATISFY CURRENT GOVERNING BUILDING CODES, STRUCTURAL REQUIREMENTS, SITE CONDITIONS AND INSTALLATION REQUIREMENTS. HLZ DESIGNS ASSUMES NO RESPONSIBILITY FOR CLAIMS OR DAMAGES ARISING FROM ERRORS, OMISSIONS, DEFICIENCIES OR DEFECTS OF THE DRAWINGS.

WALL SCHEDULE
 EXT. WALL: 6" STUD/SHEETING
 INT. WALL: 3.5" STUD ONLY

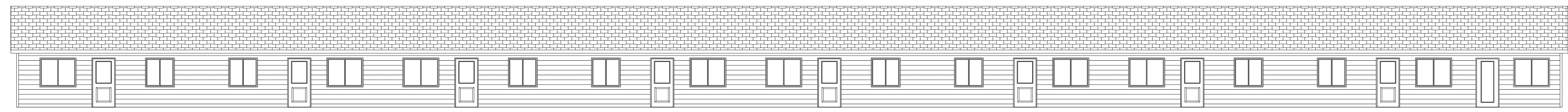
CARTER COMPLEX

SCALE: 1/8" = 1'-0"
 DRAWN BY: ADH
 DRAWN DATE: 10-17-22 PROJECT: 220924
 PLOT DATE: 10-24-22 REVISION: 1

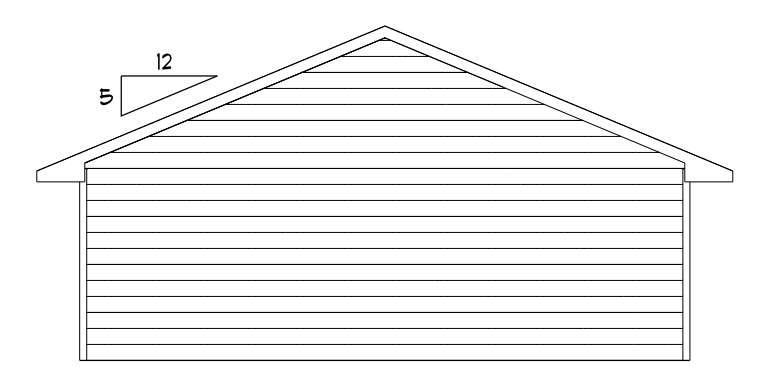
A2



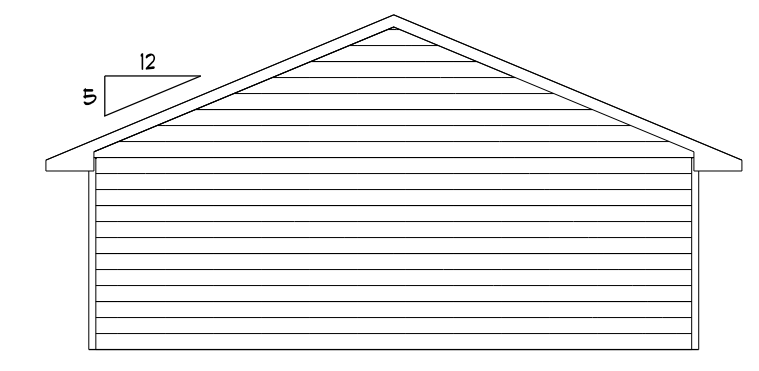
MAIN FLOOR PLAN
 NOTE: 8'-0" CEILING\$ UNLESS NOTED



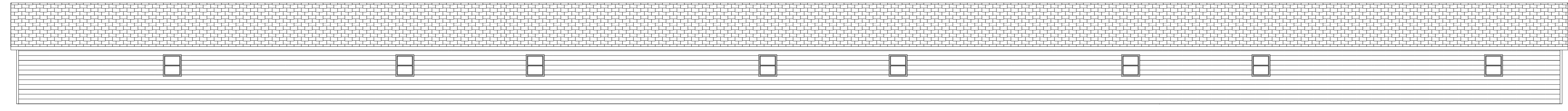
FRONT ELEVATION



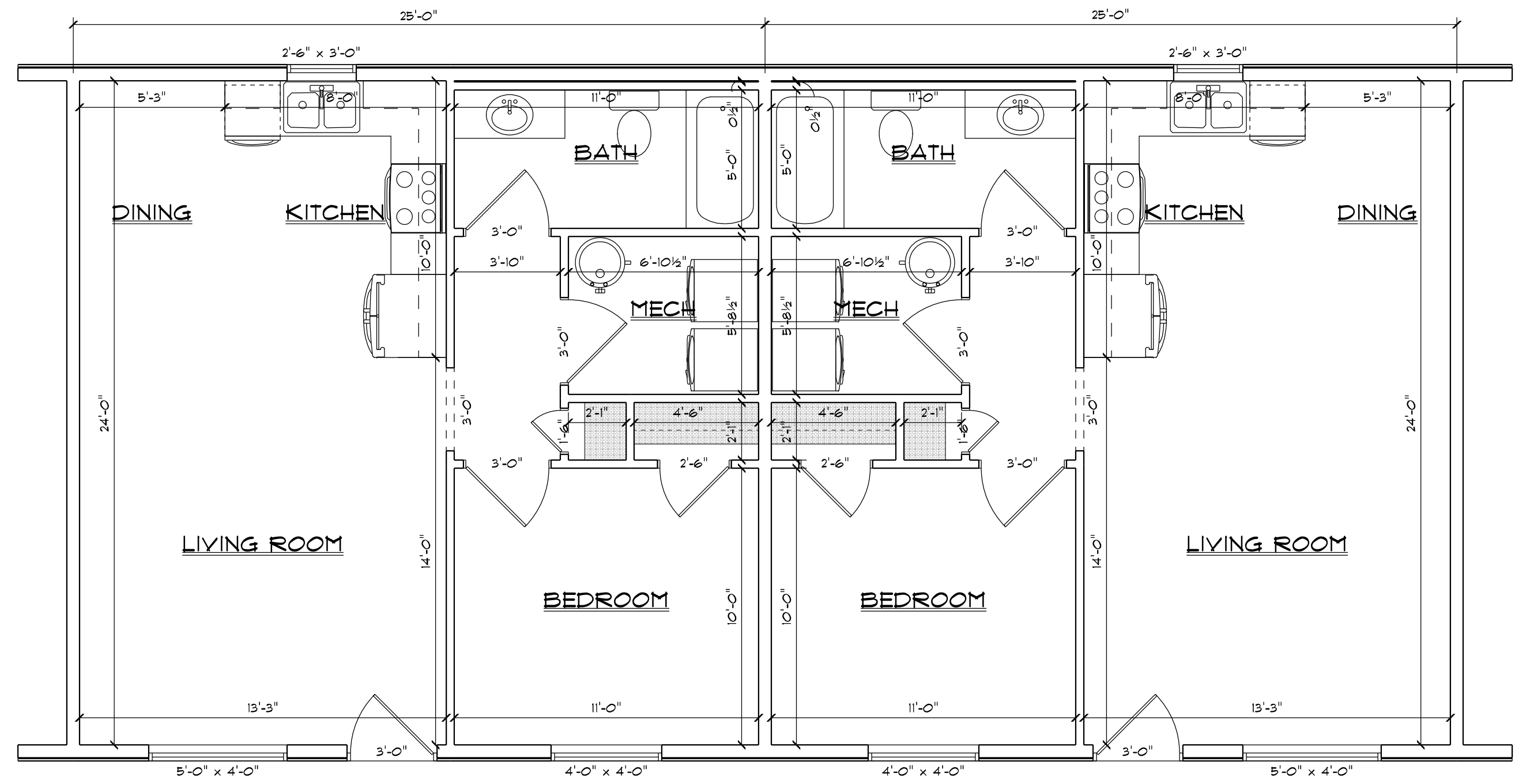
LEFT ELEVATION



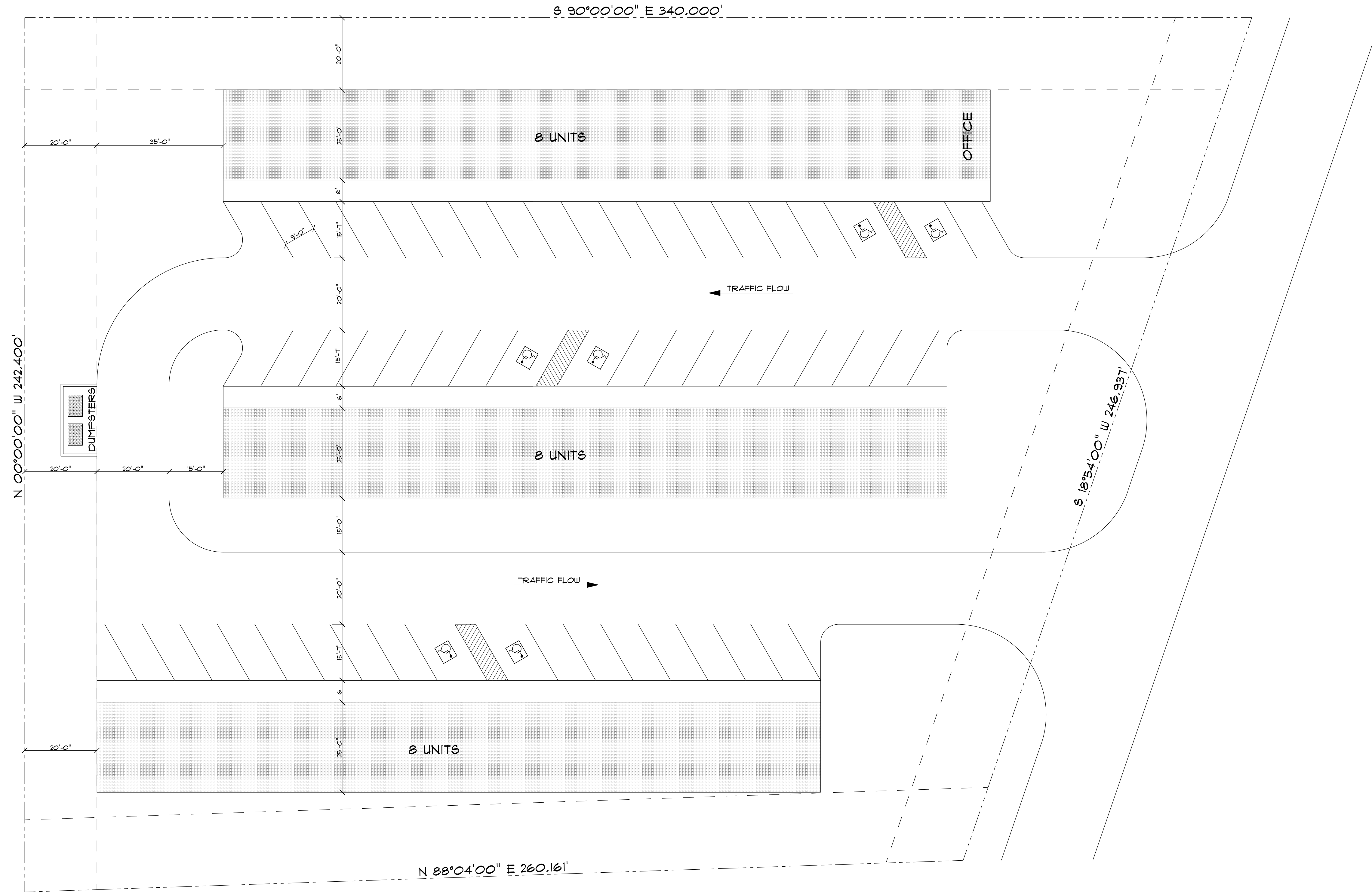
RIGHT ELEVATION



REAR ELEVATION



UNIT PLAN
 SCALE: 1/4" = 1'-0"



SITE PLAN

CARTER COMPLEX

SCALE: 1/8" = 1'-0" DRAWN BY: ADH
 DRAWN DATE: 10-17-22 PROJECT: 220924
 PLOT DATE: 10-24-22 REVISION: 3

C1

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WALL SCHEDULE
 EXT. WALL: 6" STUD/SHEETING
 INT. WALL: 3.5" STUD ONLY



designs

HLZ designs
 COLUMBUS, NE 68601
 HLZdesigns@outlook.com
 402-370-9303

May 16, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on May 16, 2023 at the request of Norfolk Rentals, LLC, for a Preliminary Planned Development on property generally located at the northwest corner of E. Norfolk Avenue and N. Victory Road.

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

Sincerely,



Dirk Waite, Vice-Chairman
Norfolk Planning Commission

RESOLUTION NO. 2023-27

WHEREAS, Norfolk Rentals, LLC filed an application with the Norfolk Planning Commission for a Preliminary Planned Development.

WHEREAS, the Norfolk Planning Commission held a public hearing for the Planned Development and approved the preliminary plan on May 16, 2023; and

WHEREAS, the Council finds that the preliminary plan and the use and design contained therein meet the intent of the comprehensive plan.

BE IT RESOLVED BY THE CITY COUNCIL of the City of Norfolk, Nebraska, that the preliminary plan in Tax Lot 6 in the SE1/4 of the SE1/4 of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Tax Lot 6 in the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska
EXCLUDING the following tract as per Return of Appraisers recorded in Book 62 of Misc., page 246:

Located in Tax Lot 6 in the Southeast ¼ of the Southeast ¼ of Section 23, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Beginning at the Southeast Corner of said Section 23; thence westerly on the South Line of the Southeast ¼ of the Southeast ¼ of said Section 23 a distance of 500.0 feet to a point on the West Line of said Tax Lot 6; thence northerly 90 degrees 00 minutes right and on said West Line a distance of 224.0 feet; thence easterly 88 degrees 04 minutes right a distance of 362.8 feet; thence northeasterly 23 degrees 04 minutes left a distance of 115.2 feet; thence easterly 25 degrees 00 minutes right a distance of 33.09 feet to a point on the East Line of said Southeast ¼ of the Southeast ¼; thence southerly on said East Line a distance of 285.0 feet to the point of beginning, containing 2.76 acres, more or less

AND EXCLUDING the following tract as per Return of Appraisers recorded in M84-8, page 775:

Located in Tax Lot 6 of the Southeast ¼ of the Southeast ¼ of Section 23, Township 24

North, Range 1 West of the 6th P.M., Madison County, Nebraska, more particularly described as follows:

Referring to the southeast corner of said Quarter Quarter Section; thence Northerly a distance of 466.40 feet along the East line of said Quarter Quarter Section; thence Westerly deflecting 090 degrees, 00 minutes, 00 second left, a distance of 33.00 feet along the North line of the property owned by the condemnee(s) to the point of beginning; thence Westerly deflecting 000 degrees, 00 minutes, 00 second a distance of 127.00 feet along said line; thence Southerly deflecting 071 degrees, 05 minutes, 44 seconds left, a distance of 246.92 feet; thence Easterly deflecting 110 degrees, 50 minutes, 32 seconds left, a distance of 102.64 feet along the Northerly existing Highway Right of Way Line; thence Northeasterly deflecting 023 degrees, 04 minutes, 00 seconds left, a distance of 115.22 feet along said Right of Way Line; thence Northerly deflecting 064 degrees, 59 minutes, 44 seconds left, a distance of 181.43 feet along the Westerly existing County Road Right of Way to the point of beginning containing 0.82 acres, more or less. The total area of the tract is 1.64 acres more or less.

duly made out, acknowledged and certified, be and the same is hereby approved.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Josh Moenning, Mayor and Brianna Duerst, City Clerk both on behalf of the City of Norfolk, NE.

Signature of Notary Public

Printed Name of Notary Public