

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, May 1, 2023
5:30 p.m.

Created 4/27/2023 2:43 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, May 1, 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 (April 26, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
May 01, 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 April 17, 2023 City Council meeting. **Motion**
8. April sales tax report (February sales) **Motion**
9. Keno comparison report for March 2023 **Motion**
10. Consideration of approval of an agreement with Christian Cross, Inc., a Nebraska Nonprofit Corporation, and Fly By Night Fireworks, L.L.C., a Nebraska Limited Liability Company, allowing the use of Skyview Park for various activities for the Christian Cross Festival, including but not limited to live music performances, speakers, inflatables, vending of food and other items, tent camping and a fireworks display utilizing 1.4G consumer fireworks only, to be held on Saturday, June 10, 2023 (with a rain date of Sunday, June 11, 2023). **Motion**

11. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing Norfolk Steel the use of the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 2, 2023, through Sunday, June 4, 2023. **Motion**
12. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing Norfolk Steel the use of the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 9, 2023, through Sunday, June 11, 2023. **Motion**
13. Consideration of approval of an agreement with the Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, allowing the use of Skyview Park to hold four separate musical performances, which will include allowing alcohol in a portion of the park, on the following dates: June 22, 2023 (with a rain date of June 29, 2023); July 6, 2023 (with a rain date of July 13, 2023); July 20, 2023 (with a rain date of July 27, 2023); and August 3, 2023 (with a rain date of August 10, 2023). **Motion**
14. Consideration of approval of an agreement between Daniel R. and Nancy E. Moore and the City of Norfolk, allowing access over City property generally located at 403 N Victory Road, for purposes relating to their home construction project. **Motion**
15. Consideration of approval of a Special Designated Liquor License for Midtown Event Center, to serve beer, wine and distilled spirits at the Midtown Event Center Cove, 1102, 1102 B, 1104 1/2 Riverside Blvd., on June 23, 2023, from 12:00 p.m. to 12:00 a.m. and June 24, 2023, from 12:00 p.m. to 12:00 a.m. for a YMCA Bike Rider event. **Motion**
16. Consideration of approval of a license agreement with Fenders, LLC, located at 426 W Norfolk Avenue, allowing a temporary sidewalk café, directly adjacent to the site within the City's right of way. **Motion**
17. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

18. Distinguished Citizenship Recognition
19. The Connection Project Presentation

REGULAR AGENDA

20. Consideration of approval to advertise for Request for Qualifications from Design Build and Construction Manager at Risk firms to submit letter of interest for one or more of the following city park projects: Fishing Dock at Skyview Lake and Liberty Bell Restroom. **Motion**
21. Consideration of approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net increase of \$598,619.00. **Motion**

- 22. Consideration of approval to award a contract to Rutjens Construction, Inc. of Tilden, NE for the Sanitary Sewer Replacement Monroe Avenue to Logan Street project for an amount of \$1,985,515.00 **Motion**
- 23. Consideration of approval of an application for Economic Development Program (EDP) funds for Women's Empowering Life Line for \$103,219.10 to assist with the acquisition of property to establish a child care center in Norfolk, and authorizing appropriate City officials to formulate and sign the documents necessary to effectuate this loan. **Motion**
- 24. Consideration of Resolution No. 2023-19 approving a sidewalk waiver requested by Trevor and Elizabeth Osten for property located at 3414 W. Nucor Road. **Resolution 2023-19**
- 25. Consideration of approval of an agreement with PROS consulting for a Parks and Recreation Master Plan for the amount not to exceed \$90,620. **Motion**
- 26. Consideration of approval of the Mayor's appointments to the Norfolk Parks and Recreation Board of the City of Norfolk, Nebraska of Patrick Gerhart, Austin Truex, and Melissa Temple, each for a three-year term ending January 2026; Jerrett Mills, Bill Robinson, and Becki Wulf, each for a two-year term ending January 2025; Ann Dover, Terry Rasmussen, and Angie Bailey, each for a one-year term ending January 2024. **Motion**

ADMINISTRATIVE REPORTS

- 27. Presentation of the Community Development Agency's 2022 Annual Tax Increment Financing Report to Governing Bodies.

CLOSED SESSION

- 28. Potential closed session for the protection of public interest to discuss pending litigation.

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
May 01, 2023

CALL TO ORDER

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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 April 17, 2023 City Council meeting. | Motion |
| See Enclosure 7. | |
| 8. April sales tax report (February sales) | Motion |
| April sales tax receipts (February sales) are \$864,336.75. The City's sales tax receipts are up \$64,137.58 or 8.02% from last April. Motor vehicle sales tax was up \$14,984.26 and consumers use tax was up \$6,101.94. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$418,868.54 or 6.62% more than budgeted. Included in the agenda packet is a sales tax comparison by month. | |
| See Enclosure 8. | |
| 9. Keno comparison report for March 2023 | Motion |

Keno commissions for March 2023 are \$54,638.78, which is down \$5,484.59 or 9.12% from last March. Year-to-date commissions are down \$49,139.10, or 13.70%.

See Enclosure 9.

10. Consideration of approval of an agreement with Christian Cross, Inc., a Nebraska Nonprofit Corporation, and Fly By Night Fireworks, L.L.C., a Nebraska Limited Liability Company, allowing the use of Skyview Park for various activities for the Christian Cross Festival, including but not limited to live music performances, speakers, inflatables, vending of food and other items, tent camping and a fireworks display utilizing 1.4G consumer fireworks only, to be held on Saturday, June 10, 2023 (with a rain date of Sunday, June 11, 2023). **Motion**

See Enclosure 10.

11. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing Norfolk Steel the use of the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 2, 2023, through Sunday, June 4, 2023. **Motion**

See Enclosure 11.

12. Consideration of approval of an agreement with Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, allowing Norfolk Steel the use of the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 9, 2023, through Sunday, June 11, 2023. **Motion**

See Enclosure 12.

13. Consideration of approval of an agreement with the Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, allowing the use of Skyview Park to hold four separate musical performances, which will include allowing alcohol in a portion of the park, on the following dates: June 22, 2023 (with a rain date of June 29, 2023); July 6, 2023 (with a rain date of July 13, 2023); July 20, 2023 (with a rain date of July 27, 2023); and August 3, 2023 (with a rain date of August 10, 2023). **Motion**

See Enclosure 13.

14. Consideration of approval of an agreement between Daniel R. and Nancy E. Moore and the City of Norfolk, allowing access over City property generally located at 403 N Victory Road, for purposes relating to their home construction project. **Motion**

See Enclosure 14.

15. Consideration of approval of a Special Designated Liquor License for Midtown Event Center, to serve beer, wine and distilled spirits at the Midtown Event Center Cove, 1102, 1102 B, 1104 1/2 Riverside Blvd., on June 23, 2023, from 12:00 p.m. to 12:00 a.m. and June 24, 2023, from 12:00 p.m. to 12:00 a.m. for a YMCA Bike Rider event. **Motion**

See Enclosure 15.

16. Consideration of approval of a license agreement with Fenders, LLC, located at 426 W Norfolk Avenue, allowing a temporary sidewalk café, directly adjacent to the site within the City's right of way. **Motion**

See Enclosure 16.

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

SPECIAL PRESENTATIONS

18. Distinguished Citizenship Recognition

See Enclosure 18.

19. The Connection Project Presentation

REGULAR AGENDA

20. Consideration of approval to advertise for Request for Qualifications from Design Build and Construction Manager at Risk firms to submit letter of interest for one or more of the following city park projects: Fishing Dock at Skyview Lake and Liberty Bell Restroom. **Motion**

We are seeking qualified firms to design and install restrooms at Liberty Bell Park in the amount of \$200,000. This is a budgeted item for the park with an existing softball field. We currently pay monthly fees for portable restrooms, and we are adding a new playground to the park which will increase the usage. Design and installation of team lockers and installation is expected to cost \$200,000. This will include a set of restrooms with a utility chase in the center.

We are seeking qualified firms to install a fishing dock at Skyview Lake as part of the Mahlon B. Kohler Donation in the Amount of \$250,000. Working with Game Fish and Parks, we have determined the best location to be area 3, 4 and 5 on the attached map. The fishing dock and installation is expected to cost \$240,000. The remaining balance will be used to install a table and bench in recognition of Mahlon B. Kohler near the bandstand as required in the will. Any remaining funds will be used for walking path improvements along the East Norfolk Avenue Bridge, also a requirement in the Will.

21. Consideration of approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for the Concrete Improvements FY 2022-2023 project resulting in a net increase of \$598,619.00. **Motion**

On February 6, 2023 the Mayor and City Council approved a \$630,859.90 contract with Elkhorn Paving Construction Co., Inc. for Concrete Improvements FY 2022-2023 project. Change Order No. 1 provides for concrete panel repairs on 1st Street between Nebraska Avenue and Benjamin Avenue resulting in a new contract amount of \$1,229,478.90. Staff recommend approval of Change Order No. 1 with Elkhorn Paving Construction Co., Inc. for \$598,619.00.

See Enclosure 21.

22. Consideration of approval to award a contract to Rutjens Construction, Inc. of Tilden, NE for the Sanitary Sewer Replacement Monroe Avenue to Logan Street project for an amount of \$1,985,515.00 **Motion**

The project includes construction of approximately 480 LF of 24", 2700 LF of 36", and 40 LF of 42" sanitary sewer main, manholes, and all other associated work. On April 20, 2023 one bid was received. The Engineer, Olsson, and City staff recommend approval of a contract with Rutjens Construction, Inc. for the Sanitary Sewer Replacement Monroe Avenue to Logan Street project for an amount of \$1,985,515.00.

See Enclosure 22.

23. Consideration of approval of an application for Economic Development Program (EDP) funds for Women's Empowering Life Line for \$103,219.10 to assist with the acquisition of property to establish a child care center in Norfolk, and authorizing appropriate City officials to formulate and sign the documents necessary to effectuate this loan. **Motion**

On February 21, members of the ED subcommittee were informed that Women's Empowering Life Line (WELL) had submitted an application for Economic Development Program Funds also commonly referred to as LB 840.

Prior to the WELL application, the subcommittee had reviewed an application submitted by Elkhorn Valley Community Development Corporation 'dba' as NeighborWorks on January 12, 2023. The situation was unique in that both applications requested the remaining funds in the Economic Development Fund which is due to sunset on September 30, 2023.

On February 24, a special ED Subcommittee was called to discuss how to best proceed with the two requests for the full amount remaining in the Economic Development Fund. After discussion, it was decided to consider dividing the remaining \$300,746 between the projects to assist with both workforce housing efforts and the childcare shortage the community is currently facing. A motion was made to move both applications through the process with approximately \$100,000 allocated towards the WELL and \$200,000 towards NeighborWorks. The subcommittee indicated that the NeighborWorks application may proceed to the full City Council for consideration at that time. It was decided that the \$100,000 allocation for the WELL would be good through the contracted date on the purchase agreement for the property. In order to proceed, the WELL would need to provide proof of funding for the remaining gap in financing for their project.

On April 3, the ED Subcommittee was informed that the WELL had extended their contracted date on the purchase agreement for the Northern Hills property and produced an agreement indicating proof of financing for the gap funds needed for the purchase. The WELL provided a budget which showed working capital throughout the first three years of the project to be covered by other WELL programs. The WELL board had not yet approved the budget, so the Subcommittee requested that the WELL representatives attend the next Subcommittee meeting with board representatives to discuss further.

On April 17, the ED subcommittee met with WELL Executive Director Donny Larson, Child Care Director Kara Kratochvil, and WELL board members Jodi Aschoff and Cheryl Timm. The WELL representatives shared an updated plan with service for up to 127 children, and up to 26 staff members representing both full and part time employees. The WELL board representatives present indicated they had reviewed and approved the proposed budget for the child care center. After discussion, the ED subcommittee voted unanimously to allow the LB 840 application for Women's Empowering Life Line to proceed to the full City Council for consideration.

The proposed loan is to provide \$103,219.10 towards the \$450,000 purchase of property located at 600 N. 12th Street in Norfolk to establish a child care center that will be open and accessible to the general public to be operated by the Women's Empowering Life Line. The loan will bear an interest rate of 4% and 99% of the loan is forgivable if job creation requirements of 11 new full time equivalent jobs, paying at least an average wage of \$15 per hour, during the two-year retention period are met.

See Enclosure 23.

24. Consideration of Resolution No. 2023-19 approving a sidewalk waiver requested by Trevor and Elizabeth Osten for property located at 3414 W. Nucor Road. **Resolution 2023-19**

See Enclosure 24.

25. Consideration of approval of an agreement with PROS consulting for a Parks and Recreation Master Plan for the amount not to exceed \$90,620. **Motion**

Attached is the agreement with PROS consulting for a Parks and Recreation Master Plan for the amount not to exceed \$90,620. Parks and Recreation is seeking to start the Master Plan process to help develop a road map for the next 10 years. The information we gather from the public will be statistically valid and give city staff and elected officials direction and help us make decisions based on community needs. This plan will include a community profile and needs assessment, parks and facilities inventory assessment and a strategic action plan. The plan is expected to take 9 months to complete. This master plan is now funded by the QCT grant in the amount of \$81,558.00. The remaining cost to the city will be \$9,062.00. ARPA Funds in the amount of \$100,000 was budgeted for a Parks and Recreation Master plan. We will be \$90,938 under budget on with this plan.

See Enclosure 25.

26. Consideration of approval of the Mayor's appointments to the Norfolk Parks and Recreation Board of the City of Norfolk, Nebraska of Patrick Gerhart, Austin Truex, and Melissa Temple, each for a three-year term ending January 2026; Jerrett Mills, Bill Robinson, and Becki Wulf, each for a two-year term ending January 2025; Ann Dover, Terry Rasmussen, and Angie Bailey, each for a one-year term ending January 2024. **Motion**

See Enclosure 26.

ADMINISTRATIVE REPORTS

27. Presentation of the Community Development Agency's 2022 Annual Tax Increment Financing Report to Governing Bodies.

Section 18-2117.02 of the Community Development Law requires an annual report to governing bodies on tax increment financing (TIF) projects. This report is due by May 1 for the preceding calendar year. This report must be provided to the governing bodies of each city, county, school district, community college, educational service unit and natural resources district

whose property taxes are affected by a community development agency's TIF projects. This report must include: 1) the total number of TIF projects, 2) total estimated project costs, 3) initial projected assessed valuation compared to the assessed value as of January 1 of the year of the report, 4) number of TIF projects paid in full during the year, 5) percentage of the city designated blighted and 6) number of TIF projects approved during the year with specific information for each such project approved during the year including: the project area, project type, amount of TIF approved, and total estimated project costs.

Included in the agenda packet is the Community Development Agency of the City of Norfolk's 2022 TIF Report to Governing Bodies. This report shows that the Agency approved redevelopment contracts for 5 TIF projects in 2022. There were 19 existing TIF projects approved prior to 2022, none of which were paid in full during the year, resulting in 24 TIF projects at the end of 2022. Total estimated project costs for all 24 TIF projects existing during 2022 was \$276,872,727. 27.28% of the City has been declared blighted.

See Enclosure 27.

CLOSED SESSION

28. Potential closed session for the protection of public interest to discuss pending litigation.

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 17th day of April, 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, Shane Clausen and Kory Hildebrand. Absent: Justin Snorton.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Communications Manager Nick Stevenson, Parks and Recreation Director Nathan Powell, Arborist Lindsay Kudera, Water and Sewer Director Chad Roberts, Housing Director Gary Bretschneider, Administrative Assistant Jen Olson, City Planner Val Grimes, Fire Chief Tim Wragge, Assistant Fire Chief Trevor O'Brien, Fire Marshal Sean Lindgren and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

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

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

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

Agenda Motions

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

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

Consent Agenda Items Approved

Minutes of the April 3, 2023 City Council meeting

Consent to assignment between Norfolk Crush, LLC, the City of Norfolk, Farm Credit Services of America, FLCA, and Farm Credit Services of America, PCA
Norfolk Lions Club, Inc., a Nebraska Nonprofit Corporation, agreement allowing the use of Skyview Park and Lake to hold a fishing derby on Saturday, June 10, 2023

Michelle R. Madson agreement to serve as a campground host, in a voluntary capacity, at Ta-Ha-Zouka campground

Special Designated Liquor License for Midtown Event Center, to serve beer, wine and distilled spirits at the Midtown Event Center Cove, 1102, 1102 B, 1104 1/2 Riverside Blvd., on June 17, 2023, from 2:00 p.m. to 2:00 a.m. for an outdoor concert

Bills in the amount of \$2,028,605.81

Special Presentation

The Mayor proclaimed April 28, 2023 as Arbor Day.

Public Hearings and Related Items

Public Hearing

(Kensington Building Redevelopment Plan)

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

On January 30, HCI Real Estate submitted a TIF application for the Kensington building. 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. At the March 6 Community Development Agency meeting, the Agency accepted the Redevelopment Plan for this project and forwarded to the Planning Commission for review and recommendation.

On March 21, 2023, the Norfolk Planning Commission held a public hearing regarding the Kensington Building Redevelopment Plan and voted unanimously to approve the plan. The Agency approved Resolution No. 2023-6 on April 3, 2023 recommending approval of the Redevelopment Plan to the City Council.

The Project Site is approximately 1 acre located at the northeast corner of Norfolk Avenue and 4th Street in Downtown Norfolk. The Redevelopment Project will consist of the restoration and redevelopment of the Kensington into a boutique hotel with approximately 62 rooms, restaurant, meeting space, a fitness room, and a business center.

The redeveloper intends to purchase the property from the Norfolk Housing Agency and renovate for use as a hotel with work done to preserve the historic façade. North 4th Street, in front of the building, will be reconfigured to include a drop-off lane. Additionally, there will be changes to traffic controls, landscaping and streetscape improvements, improvements to sidewalks, curb and gutter. Total TIF-eligible costs are expected to be over \$2.6 million with total project costs is expected to be over \$14 million.

Andrew Willis, Cline Williams, representing the developer, said the project conforms to the goals of the city's comprehensive plan and will further the vibrancy of downtown. Construction is expected to begin later this year and should take approximately one year.

Housing Director Gary Bretschneider said the sale of the project has allowed the Norfolk Housing Agency to relocate and said the building is currently vacant.

Jim McKenzie, 1412 Longhorn Drive, asked about traffic improvements that are to be paid by the city and if those costs had been quantified. Public Works Director Steven Rames said, as the project has not begun, it is unknown if there will be any other improvements. McKenzie also asked about the 0% TIF indebtedness interest and plans for asbestos remediation. Willis said the redeveloper will be holding the bonds and said the redeveloper is aware there is asbestos that will need to be remediated.

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

Resolution No. 2023-18
(Kensington Building Redevelopment Plan)

Councilmember McCarthy moved, seconded by Councilmember Hildebrand, for adoption of Resolution No. 2023-18 approving the Redevelopment Plan for the Kensington Building Redevelopment Project.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Resolution No. 2023-18 was adopted.

Regular Agenda Items

Ordinance No. 5831
(above-ground storage (L.P.G.) tanks)

Councilmember Murren introduced, seconded by Councilmember McCarthy, Ordinance No. 5831 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 8-28 OF THE OFFICIAL CITY CODE TO UPDATE ADDITIONS, INSERTIONS AND CHANGES TO THE 2018 INTERNATIONAL FIRE CODE ADOPTED BY THE CITY TO ADD R-R TO THE LIST OF ZONING DISTRICTS WHERE ABOVE-GROUND STORAGE (L.P.G.) TANKS OF 500 GALLONS OR LESS CAN BE LOCATED; TO ALLOW (L.P.G.) TANKS OF 1000 GALLONS OR LESS TO BE LOCATED IN ZONING DISTRICTS A AND R-R ON PARCELS OF 10 ACRES OR MORE; 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.

Fire Chief Tim Wragge and Fire Marshal Sean Lindgren provided information to elected officials. Recent annexation of property into the city limits has highlighted the above ground (LPG) tank city codes and how the impact now and in the future. Currently, LPG tanks of 500 gallons or less are allowed in A, C-1, C-2, C-3, I-1, I-2 and I-3 zoning districts inside city limits. The proposed amendment would add R-R. Further, LPG tanks of more than 500 gallons are now allowed in within city limits. The proposed amendment would allow above ground LPG tanks of 1,000 gallons or less in properties zoned R-R or A that are 10 acres or more inside city limits. This change only applies to new installations.

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

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5831 passed on first reading.

Councilmember Murren 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, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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 Murren 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. 5831 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5831 as required by law.

Ordinance No. 5832

(Amend City Code Section 2-5, golf car annual registration plat and fee)

Councilmember Hildebrand introduced, seconded by Councilmember McCarthy, Ordinance No. 5832 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 2-5 OF THE OFFICIAL CITY CODE TO INCLUDE AN ANNUAL REGISTRATION PLATE AND/OR DECAL FEE FOR GOLF CAR VEHICLES; 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. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. Ordinance No. 5832 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, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5832 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Clausen and Hildebrand. Nays: None. Absent: Snorton. 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. 5832 as required by law.

Administrative Reports

Public Safety Annual Report

Police Chief Don Miller and Fire Chief Tim Wragge provided the Mayor & City Council with the Public Safety Annual Report.

ACFR, FY ended 9-30-2022

Finance Officer Randy Gates presented the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022 along with the related auditor's letter.

There being no further business, the Mayor declared the meeting adjourned at 7:00 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

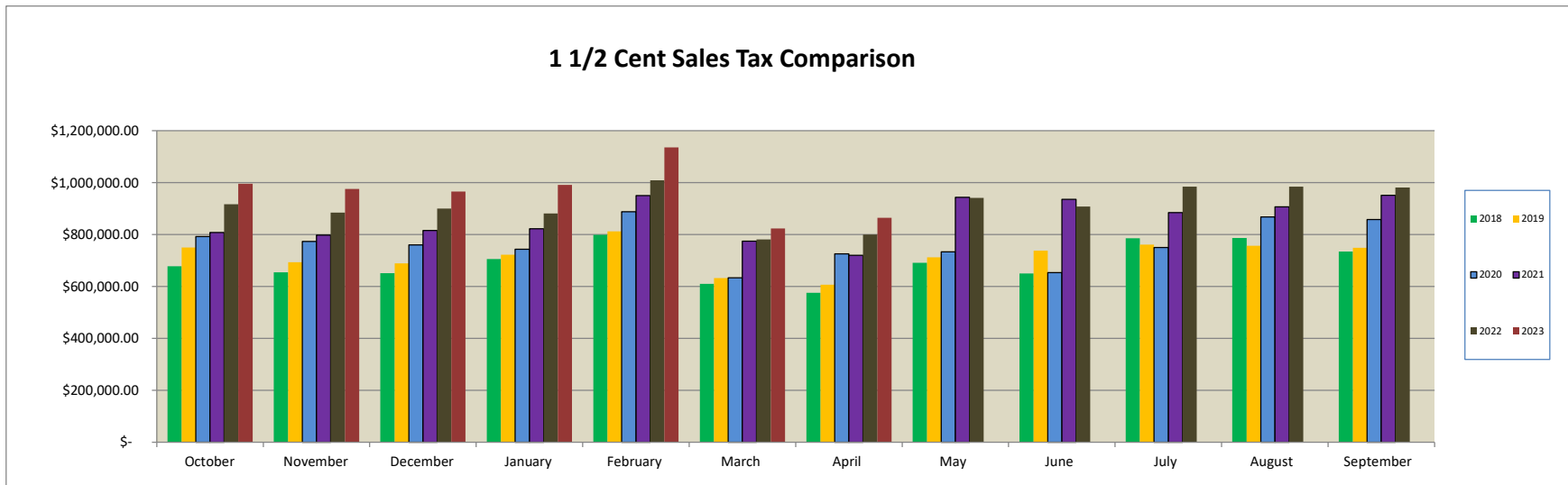
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, April 17, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually 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)

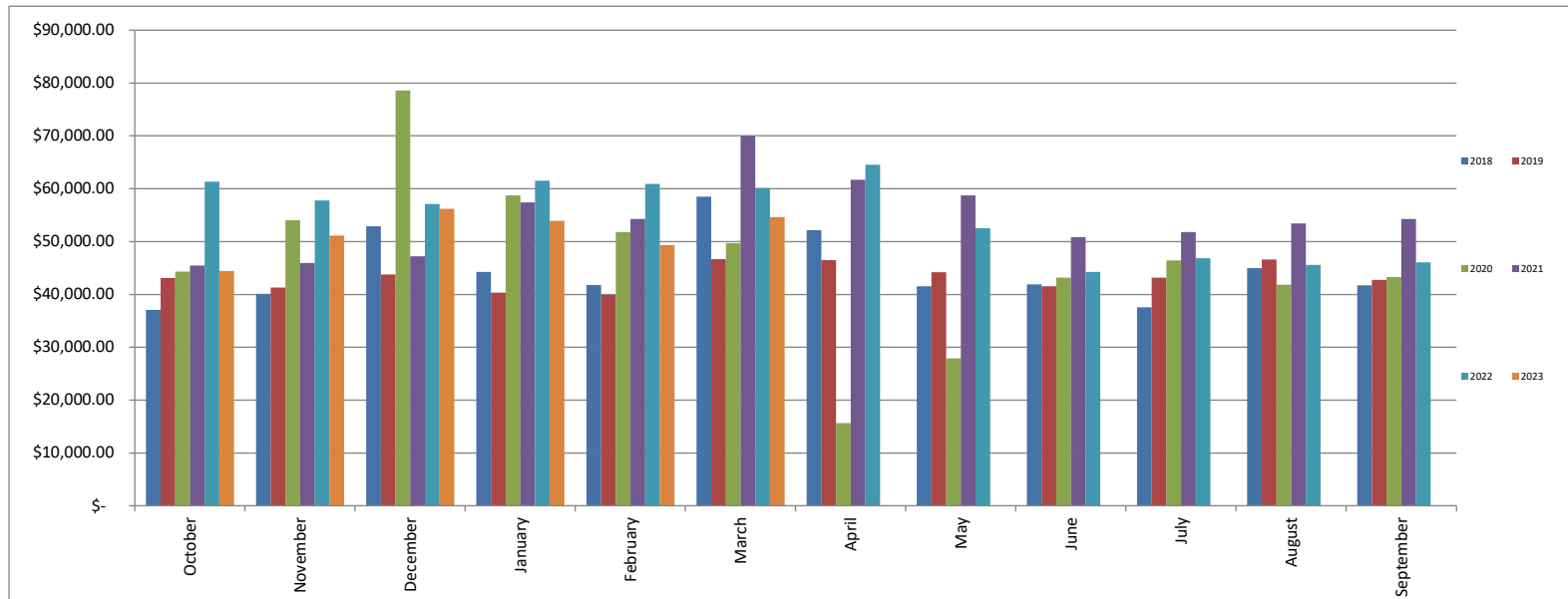
CITY OF NORFOLK
1 1/2 CENT SALES TAX COMPARISON
2018 - 2023

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	\$ -	\$ 966,326.78	\$ -	0.00%	\$ -	0.00%	
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	\$ 6,750,814.35	\$ 11,071,610.76	\$ 578,460.91	9.37%	\$ 418,868.54	6.62%	



**Keno Yearly Comparison
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2023</u> <u>BUDGET</u>	<u>Change 2022 to 2023</u>	<u>BUDGET VARIANCE</u>		
October	\$ 37,053.29	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 61,349.66	\$ (16,919.87)	-27.58%	\$ (16,919.87)	-27.58%
November	\$ 40,116.22	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 57,767.61	\$ (6,614.92)	-11.45%	\$ (6,614.92)	-11.45%
December	\$ 52,886.34	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 57,133.03	\$ (937.94)	-1.64%	\$ (937.94)	-1.64%
January	\$ 44,229.53	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 61,147.57	\$ (7,563.49)	-12.30%	\$ (7,208.86)	-11.79%
February	\$ 41,759.14	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 60,915.12	\$ (11,618.29)	-19.07%	\$ (11,618.29)	-19.07%
March	\$ 58,494.56	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ 60,123.37	\$ (5,484.59)	-9.12%	\$ (5,484.59)	-9.12%
April	\$ 52,179.16	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	-	\$ 63,513.29	-	0.00%	-	0.00%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	-	\$ 58,731.05	-	0.00%	-	0.00%
June	\$ 41,929.11	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	-	\$ 50,809.90	-	0.00%	-	0.00%
July	\$ 37,531.20	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	-	\$ 51,800.60	-	0.00%	-	0.00%
August	\$ 44,983.65	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	-	\$ 53,431.82	-	0.00%	-	0.00%
September	\$ 41,738.14	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	-	\$ 54,276.98	-	0.00%	-	0.00%
Total	\$ 534,423.60	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 309,651.89	\$ 691,000.00	\$ (49,139.10)	-13.70%	\$ (48,784.47)	-13.61%



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”; Christian Cross, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as “CHRISTIAN CROSS”; and Fly By Night Fireworks, L.L.C., a Nebraska Limited Liability Company, WITNESSETH:

WHEREAS, CHRISTIAN CROSS is desirous of utilizing CITY’s park facility known as Skyview Park for various activities to hold a Christian Cross Festival including but not limited to live music performances, speakers, inflatables, vending of food and other items, tent camping, and a fireworks display utilizing 1.4G consumer fireworks only, on Saturday, June 10, 2023 (with a rain date of Sunday, June 11, 2023); and

WHEREAS, attached hereto as Exhibit “A” is a map which shows the approximate location of tents, vendors, stages, and camping contemplated for the festival; and

WHEREAS, pursuant to Norfolk City Code Section 14-230, at the time of this Agreement, the discharge of fireworks is permitted only from 8:00 a.m. to 11:00 p.m. June 25 through July 3 of each year, and from 8:00 a.m. to midnight on July 4 of each year; and

WHEREAS, the Christian Cross Festival does not fall within the permitted time that fireworks may be discharged; and

WHEREAS, Norfolk City Code Section 18-10 prohibits vending in the park without the prior permission of the Mayor and City Council; and

WHEREAS, CITY is desirous of allowing CHRISTIAN CROSS to hold a festival including but not limited to a fireworks display and vending at Skyview Park on Saturday, June 10, 2023 (with a rain date of June 11, 2023).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow CHRISTIAN CROSS to use the CITY’s facility for various activities to hold a Christian Cross Festival, including but not limited to vending and a fireworks display, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the park to be used in conjunction with CHRISTIAN CROSS’ purpose of conducting various activities for a Christian Cross Festival including but not limited to live music performances, speakers, inflatables, vendors, tent camping, and holding a fireworks display utilizing 1.4G consumer fireworks only, to be held on Saturday, June 10, 2023, with a rain date of Sunday, June 11, 2023.

2. TERM. This Agreement shall be for the days of June 7, 2023 through June 12, 2023. Set up activities may commence when the park opens on Wednesday, June 7, 2023, except that in the

event there is a forecast for inclement weather on Wednesday, June 7, 2023, in an effort to avoid damage to the park, trailers may be placed in the park on Tuesday, June 6, 2023, with the advanced approval of CITY's parks and recreation director. The event shall conclude by 11:00 p.m. on Saturday, June 10, 2023 (or rain date of Sunday, June 11, 2023).

3. 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 events and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

4. TRUCK PARKING. CHRISTIAN CROSS agrees that no trucks or other vehicles shall be allowed to be parked at any location other than currently existing parking areas or such area or location as may be approved in advance by CITY's parks and recreation director.

5. VEHICLE TRAFFIC. CITY's preference is that no trucks or other vehicles be driven across the sidewalk at Skyview Park. However, if trucks or other vehicles are driven on, across or parallel to and within 15 feet of the sidewalk, CHRISTIAN CROSS agrees that said trucks or other vehicles shall not be allowed to drive on, across or parallel to and within 15 feet of the sidewalk at any location other than where designated in advance by CITY's parks and recreation director. In the event that trucks or other vehicles damage any sidewalk at Skyview Park, even at the location designated by CITY's parks and recreation director, CITY shall repair the damaged sidewalk and CHRISTIAN CROSS shall be responsible for paying the cost of same. CITY and CHRISTIAN CROSS shall together inspect any location of the sidewalk designated for vehicular traffic both prior to and after the event and CHRISTIAN CROSS shall be responsible for any damage to said sidewalk that occurs between the two inspections.

6. DAMAGE. Any damage resulting from parking or driving in unapproved areas of the park will be repaired by CITY and the cost thereof will be paid by CHRISTIAN CROSS.

7. ALL-TERRAIN VEHICLES. CHRISTIAN CROSS 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 the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) CHRISTIAN CROSS' insurance certificate contains the following language:

“The Christian Cross general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property.”

In the event that CHRISTIAN CROSS does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during CHRISTIAN CROSS's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf

cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle showing general liability coverage for property damage and bodily and personal injury in an amount of not less than \$1,000,000 per occurrence.

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.

8. STAGE. CITY shall allow CHRISTIAN CROSS to use the covered stage that has been constructed at Skyview Park for that purpose. CHRISTIAN CROSS or their contractors or invitees shall comply with the following loading instructions as well as with loading instructions that are posted on the canopy covering the stage:

- a. Permanent fixtures are not permitted to be installed unless approved by CITY in writing.
- b. All fixtures that are to be hung from the steel joists are to be temporary and shall be removed at the conclusion of the event contemplated by this Agreement.
- c. All hanging loads described herein are permitted only during periods of the year where no snow load would be imposed upon the roof. If a snowfall occurs when hanging fixtures are in place, they shall be removed immediately.
- d. Hanging loads are only allowed at the bottom chord panel points of the joists. A panel point is where the vertical web member intersects the bottom chord.
- e. Allowable joist loading to be either 100 PLF continuous uniform load or no more than (2) 2,000 pound pick point loads placed at any two panel points along the length of any joist.
- f. When fixtures exceed 1,000 pounds, the maximum allowable load shall be 1,000 pounds per joist.
- g. Any deviations of these requirements shall only occur with written permission from CITY after recommendation of user's structural engineer.

This shall mean CHRISTIAN CROSS may install one light bar approximately ten feet (10') from the rear of the canopy within the following parameters:

- a. Pick load of 2000# per joist is acceptable.
- b. Pick points need to occur at a panel point.
- c. Light string must be lashed to two (2) additional joists to create ~(4) equal spaces.
- d. Lashes should be equally taught to evenly distribute the load but not so tight as to cause bowing in the light string support.

CHRISTIAN CROSS shall be responsible for any damage to said canopy as a result of CHRISTIAN CROSS or their contractors or invitees suspending or placing their equipment on it. Trucks and flatbed trailers shall only cross the sidewalk in a location approved by CITY's parks and recreation director.

9. TENTS AND INFLATABLES.

- A. Placement of Tents and Inflatables. CITY shall allow CHRISTIAN CROSS to place vendor/event tents and inflatable jumping apparatus in Skyview Park during the term of this Agreement at the approximate locations shown on the attached Exhibit "A" or at locations approved by CITY's parks and recreation director. At least forty-eight (48) hours prior to Wednesday, June 7, 2023, CHRISTIAN CROSS shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the vendor/event tents and inflatables are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any stakes, CHRISTIAN CROSS shall coordinate with CITY's parks and recreation director as to the contemplated location of the vendor/event tents and inflatables. CITY will attempt to locate any private underground lines it owns. CHRISTIAN CROSS shall not set any stakes until receiving approval from CITY's parks and recreation director as to the exact location where the vendor/event tents and inflatables are to be placed. CHRISTIAN CROSS shall be responsible for any damage to any underground utility lines or to any unlocated lines.
- B. Wind. CHRISTIAN CROSS agrees to cease and desist use of inflatables in the event wind speeds exceed inflatables manufacturer's recommendations.

10. TEMPORARY SIGNAGE. CITY specifically prohibits the placement of a hanging banner across any CITY street right of way. All informational signage in conjunction with this event may be placed in the park on the first day of the event and must be removed at the end of the event. Erecting any signs before the first day of the event or failing to remove signs in the park by 5:00 p.m. on the day following the event will result in CHRISTIAN CROSS being fined \$100.00 per day for each day that each sign is prematurely placed or remains in the park.

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

12. TEMPORARY TOILETS. CHRISTIAN CROSS agrees, at its expense, to place a sufficient number of temporary toilets in Skyview Park to accommodate the number of people expected to attend the Christian Cross Festival. The temporary toilets shall be placed at locations approved by CITY's parks and recreation director.

13. SPECIFIC PARK AREAS. During the term of this Agreement:

- A. CITY shall close the first four holes of disc golf in the park.
- B. CHRISTIAN CROSS shall be allowed to control the big shelter in the park. All other shelters in the park shall remain open to the public, unless reserved by separate agreement with the City of Norfolk.

- C. CHRISTIAN CROSS shall be allowed to control the parking lot near the playground.
- D. CHRISTIAN CROSS shall be allowed to control an area designated for fireworks activities.
- E. The playground shall remain open to the public.
- F. The fishing piers shall remain open to the public.

CHRISTIAN CROSS shall be responsible for placement of the necessary signs advising the public of the closed areas set forth in this paragraph.

14. EQUIPMENT REMOVAL. CHRISTIAN CROSS agrees to have all equipment removed from Skyview Park no later than Sunday, June 12, 2023, (or June 13, 2023 if rain date is used) unless removal would cause damage to the park due to rain in which case it should be removed no later than 24 hours after CITY's parks and recreation director requests its removal.

15. ACCESS. The Public Works Department shall have access to the entire park during the entire term of the agreement.

16. ROADWAYS IN THE PARK. Unless otherwise allowed in this Agreement, CHRISTIAN CROSS agrees that all roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

17. VENDING. 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 CHRISTIAN CROSS or its designees as required by Section 18-10 of the City Code for vending in Skyview Park during CHRISTIAN CROSS' event so long as CHRISTIAN CROSS or its designees comply with the requirements of paragraph 22(C) herein. CITY further agrees that permission for vending in Skyview Park will not be granted to any vendors other than CHRISTIAN CROSS or its designees for the Christian Cross Festival, however, any third party that has been granted seasonal rights to vend in Skyview Park will be allowed to exercise those rights during the term of this Agreement.

18. DUMPSTERS. CHRISTIAN CROSS shall obtain necessary dumpsters at its own expense and shall be responsible for dumping trash from the CITY cans into the dumpsters so that it is taken away when the dumpsters are picked up after the event.

19. ELECTRICITY. CHRISTIAN CROSS shall pay to CITY a fee in the amount of Twenty-five Dollars (\$25.00) for use of electricity at the covered stage.

20. OVERNIGHT SECURITY. CHRISTIAN CROSS has indicated a desire to be present in the park through the night for security purposes. The request of CHRISTIAN CROSS

representatives to remain in the park overnight June 7, 2023 through June 11, 2023 is hereby granted.

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

22. INSURANCE.

A. CHRISTIAN CROSS 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 actions or activities authorized by this Agreement and activities and vendors sponsored by CHRISTIAN CROSS for this event with no exclusions. If possible and financially feasible, CHRISTIAN CROSS shall endeavor to have CHRISTIAN CROSS' insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities and vendors being covered including the sponsoring of the fireworks display and acknowledging carrier's coverage of the same. In the event there is any exclusion or limitation of CHRISTIAN CROSS's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of the Christian Cross Festival. Further, CHRISTIAN CROSS shall not allow any vendors that are not covered under CHRISTIAN CROSS' insurance policy to participate in the festival.

B. CHRISTIAN CROSS shall name CITY as an additional insured. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. Said insurance shall be the primary insurance coverage for CHRISTIAN CROSS' event with the exception of activities related to vendors for which insurance is provided by the vendors, in which case the respective vendor's insurance shall be primary and CHRISTIAN CROSS' insurance shall be secondary. CHRISTIAN CROSS agrees to be responsible for any damages or claim of loss not covered by CHRISTIAN CROSS' insurance or CHRISTIAN CROSS' vendors' insurance. If said certificate is not furnished by May 26, 2023, then (1) CHRISTIAN CROSS 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.

- C. CHRISTIAN CROSS agrees to obtain from all vendors and sponsors of activities accessing the park a certificate of insurance showing general liability and products liability coverage in amounts no less than \$1,000,000 per occurrence with a \$1,000,000 aggregate. Said certificates of insurance shall be filed with the City Clerk's office by June 7, 2023.

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

- D. CHRISTIAN CROSS agrees to provide the required insurance for its use of all-terrain vehicles, four-wheelers, utility vehicles, golf carts, and other similar vehicles in the park as set forth in paragraph 7 of this Agreement.

23. PYROTECHNICS INSURANCE. CHRISTIAN CROSS agrees to obtain from the organization providing the actual fireworks display, Fly By Night Fireworks, L.L.C., insurance coverage having no exclusion for pyrotechnics in an amount no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate and \$5,000 medical expense having specific limits for CITY and naming CITY as an additional insured. Said insurance shall be the primary insurance coverage for pyrotechnics for CHRISTIAN CROSS' event.

24. INDEMNIFICATION. CHRISTIAN CROSS 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 CHRISTIAN CROSS 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 fireworks, and for any loss to CITY that results from CHRISTIAN CROSS failing to perform its obligations under this Agreement of engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

25. INDEMNIFICATION FOR FIREWORKS. CHRISTIAN CROSS and Fly By Night Fireworks, L.L.C. agree to save, hold harmless, indemnify and defend CITY, its agents and employees, from any loss or damage or claim of loss by any third party from damage or claim of damage that arises from any of the activities related to the display of fireworks carried out under this agreement.

26. HANGING OF FLAGS/BANNERS. CITY will not accommodate requests from CHRISTIAN CROSS for CITY personnel to assist in attaching flags or banners to the covered stage structure in Skyview Park for CHRISTIAN CROSS's event. In the event that CHRISTIAN CROSS desires to attach a flag and/or banner to the covered stage structure, CHRISTIAN CROSS may do so at their own expense and shall be responsible for any loss or damage or claim of loss by

CHRISTIAN CROSS, CITY, or any third party from damage or claim of damage that arises as a result of CHRISTIAN CROSS or its representatives, agents, employees, or volunteers attaching a flag or banner to the covered stage structure in Skyview Park. CHRISTIAN CROSS shall be responsible for removing any flag or banner they have attached at the end of each event. CITY, its representatives, agents, and employees shall not be responsible for any loss or damage or claim of loss by CHRISTIAN CROSS, CITY, or any third party from damage or claim of damage that arises as a result of CHRISTIAN CROSS attaching a flag or banner to the covered stage structure at Skyview Park.

27. COPYRIGHTED MUSIC. CHRISTIAN CROSS 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 CHRISTIAN CROSS 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 CHRISTIAN CROSS activities being held on property owned by CITY.

28. PERMITS. CHRISTIAN CROSS and/or Fly By Night Fireworks, L.L.C. agree to obtain the necessary fireworks permits needed on both the State and local level prior to the discharge of any fireworks as set forth in this Agreement.

29. COLLECTION OF DONATIONS. Pursuant to Section 60-6,157 of the Nebraska Revised Statutes, CHRISTIAN CROSS is specifically prohibited from the collection of donations on any City street.

30. SALES TAX. All concession sales are subject to State and City sales tax. CHRISTIAN CROSS or its vendors shall file sales tax returns and pay the applicable sales tax as required by law.

31. CAMPERS IN THE PARK. CITY shall allow CHRISTIAN CROSS to park up to four campers near the covered stage for use by performers and one camper at the top of the hill near the food vendors for use as a first aid station. The exact location of the campers shall be approved in advance by CITY's parks and recreation director. The campers shall be used during festival hours only. There shall be no overnight camping at these locations. In the event of inclement weather, CITY's parks and recreation director may preclude the parking of campers at these locations.

32. OVERNIGHT TENT CAMPING. CITY shall allow overnight tent camping in Skyview Park during the Christian Cross Festival subject to the following:

- A. Only registered tent camping shall be allowed in the park. No campers, travel trailers or other camper-type vehicles shall be allowed to camp overnight in the park.
- B. Tent camping shall be confined to the area designated for tent camping on the attached Exhibit "A".

- (1) Only personal vehicles transporting registered tent campers and their equipment shall be allowed to park in the area designated for tent camping at a location approved by CITY's parks and recreation director.
 - (2) In the event of inclement weather, CITY's parks and recreation director may preclude the parking of vehicles in the area designated for tent camping.
 - (3) In the event CHRISTIAN CROSS desires to allow tent campers to access the area designated for tent camping via the YMCA property at 407 North 18th Street, Norfolk, Nebraska, then CHRISTIAN CROSS must first obtain written permission from the YMCA to do so.
- C. CHRISTIAN CROSS shall provide adequate security for individuals camping in the park.
 - D. There shall be no campfires in the park.
 - E. There shall be no alcohol in the park.
 - F. There shall be no bathing or swimming in Skyview Lake.
 - G. The parties understand that there are no shower houses in Skyview Park.
 - H. The parties understand that there are no storm shelters in Skyview Park. CHRISTIAN CROSS shall be responsible for transporting campers to a safe location in the event of inclement weather.
 - I. CHRISTIAN CROSS shall provide adequate trash receptacles for individuals camping in the park.
 - J. CHRISTIAN CROSS shall clean up the camping area at the conclusion of the festival.
33. NO PAINT ON CONCRETE. CHRISTIAN CROSS shall not paint or permanently mark any concrete in Skyview Park for any activities in CHRISTIAN CROSS' event. In the event that CHRISTIAN CROSS does paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by CHRISTIAN CROSS.
34. WATER. At CHRISTIAN CROSS's request, CITY shall provide water to be used by CHRISTIAN CROSS for a ballast for their large screen.
35. SECURITY. CHRISTIAN CROSS shall, at its own expense, provide adequate security guards for crowd control for its event.
36. DIRECTED HEALTH MEASURES. CHRISTIAN CROSS agrees to comply with any and all Directed Health Measures issued by the Governor of the State of Nebraska and to comply

with the most current and updated Directed Health Measures of all local, state, and federal health agencies as they relate to activities authorized in this Agreement.

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

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

39. NO USAGE FEE. CHRISTIAN CROSS shall pay no usage fee to CITY under this Agreement to access Skyview Park for its Christian Cross Festival.

40. 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 CHRISTIAN CROSS resulting from CITY's cancellation of CHRISTIAN CROSS' activities.

41. 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

CHRISTIAN CROSS, INC., A Nebraska Nonprofit Corporation

By _____
Brett Simonsen, President

By _____
Printed Name: _____
Title: _____

FLY BY NIGHT FIREWORKS, L.L.C., a Nebraska Limited Liability Company

By _____
Printed Name: _____
Title: _____

EXHIBIT "A"



AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as “NORFOLK STEEL”, WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka Park in Norfolk, Nebraska, which has ball fields located within the park; and

WHEREAS, NORFOLK STEEL is desirous of utilizing the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 2, 2023, through Sunday, June 4, 2023; and

WHEREAS, CITY is desirous of allowing NORFOLK STEEL to hold said baseball tournament in Ta-Ha-Zouka Park.

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 NORFOLK STEEL to utilize the ball fields in Ta-Ha-Zouka Park Friday, June 2, 2023, through Sunday, June 4, 2023, to hold a baseball tournament. CITY’s parks and recreation director shall designate which ball fields are to be used by NORFOLK STEEL. NORFOLK STEEL’s use of the fields shall be exclusive for the dates set forth in this paragraph.

2. **FEES.** NORFOLK STEEL shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament registration fees for the use of the baseball fields in Ta-Ha-Zouka Park for the tournament June 2-4, 2023. Said fee shall be paid to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, by 4:30 p.m. on May 31, 2023.

3. **LIABILITY.** NORFOLK STEEL 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 STEEL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NORFOLK STEEL while using CITY’s facilities at Ta-Ha-Zouka Park with no exclusions. If possible and financially feasible, NORFOLK STEEL shall endeavor to have NORFOLK STEEL’s insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. NORFOLK STEEL’s insurance shall be the primary insurance coverage for NORFOLK STEEL’s events. NORFOLK STEEL agrees to be

responsible for any damages or claim of loss not covered by NORFOLK STEEL'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 May 23, 2023, then (1) NORFOLK STEEL 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.

4. HOLD HARMLESS/INDEMNIFICATION. NORFOLK STEEL 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 STEEL or by any tournament participant or their parent or guardian, 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 STEEL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

5. RELEASES. In the event that NORFOLK STEEL obtains Releases for participation in NORFOLK STEEL'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 facilities as part of this Agreement are NORFOLK STEEL's volunteers and NORFOLK STEEL shall be responsible for any insurance coverage or liability related to or stemming from NORFOLK STEEL'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 NORFOLK STEEL's baseball tournament. NORFOLK STEEL is prohibited from selling or participating in the sale of any concessions at Ta-Ha-Zouka Park, including but not limited to tailgating, and NORFOLK STEEL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Ta-Ha-Zouka Park. NORFOLK STEEL shall not receive any profit from concession sales. Further, NORFOLK STEEL 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. ADVERTISING. NORFOLK STEEL shall not erect any advertising or temporary signs at CITY's baseball facilities.

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

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

11. TOBACCO. NORFOLK STEEL 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.

12. DIRECTED HEALTH MEASURES. NORFOLK STEEL agrees to comply with any and all Directed Health Measures issued by the Governor of the State of Nebraska and to comply with the most current and updated Directed Health Measures of all local, state, and federal health agencies as they relate to activities authorized in this Agreement.

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 NORFOLK STEEL resulting from CITY's cancellation of NORFOLK STEEL's activities.

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

15. 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 Moening, Mayor

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

NORFOLK YOUTH BASEBALL, INC.
A Nebraska Nonprofit Corporation

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as “NORFOLK STEEL”, WITNESSETH:

WHEREAS, CITY is the owner of Ta-Ha-Zouka Park in Norfolk, Nebraska, which has ball fields located within the park; and

WHEREAS, NORFOLK STEEL is desirous of utilizing the ball fields in Ta-Ha-Zouka Park to hold a baseball tournament Friday, June 9, 2023, through Sunday, June 11, 2023; and

WHEREAS, CITY is desirous of allowing NORFOLK STEEL to hold said baseball tournament in Ta-Ha-Zouka Park.

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 NORFOLK STEEL to utilize the ball fields in Ta-Ha-Zouka Park Friday, June 9, 2023, through Sunday, June 11, 2023, to hold a baseball tournament. CITY’s parks and recreation director shall designate which ball fields are to be used by NORFOLK STEEL. NORFOLK STEEL’s use of the fields shall be exclusive for the dates set forth in this paragraph.

2. FEES. NORFOLK STEEL shall pay a fee to CITY in an amount equal to five percent (5%) of total tournament registration fees for the use of the baseball fields in Ta-Ha-Zouka Park for the tournament June 9-11, 2023. Said fee shall be paid to CITY at the Norfolk City Clerk’s Office, 309 North 5th Street, Norfolk, Nebraska, by 4:30 p.m. on June 7, 2023.

3. LIABILITY. NORFOLK STEEL 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 STEEL shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by NORFOLK STEEL while using CITY’s facilities at Ta-Ha-Zouka Park with no exclusions. If possible and financially feasible, NORFOLK STEEL shall endeavor to have NORFOLK STEEL’s insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. NORFOLK STEEL’s insurance shall be the primary insurance coverage for NORFOLK STEEL’s events. NORFOLK STEEL agrees to be

responsible for any damages or claim of loss not covered by NORFOLK STEEL'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 May 30, 2023, then (1) NORFOLK STEEL 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.

4. HOLD HARMLESS/INDEMNIFICATION. NORFOLK STEEL 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 STEEL or by any tournament participant or their parent or guardian, 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 STEEL failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

5. RELEASES. In the event that NORFOLK STEEL obtains Releases for participation in NORFOLK STEEL'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 facilities as part of this Agreement are NORFOLK STEEL's volunteers and NORFOLK STEEL shall be responsible for any insurance coverage or liability related to or stemming from NORFOLK STEEL'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 NORFOLK STEEL's baseball tournament. NORFOLK STEEL is prohibited from selling or participating in the sale of any concessions at Ta-Ha-Zouka Park, including but not limited to tailgating, and NORFOLK STEEL shall prohibit participants and spectators from participating in the sale of concessions, including but not limited to tailgating, at Ta-Ha-Zouka Park. NORFOLK STEEL shall not receive any profit from concession sales. Further, NORFOLK STEEL 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. ADVERTISING. NORFOLK STEEL shall not erect any advertising or temporary signs at CITY's baseball facilities.

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

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

11. TOBACCO. NORFOLK STEEL 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.

12. DIRECTED HEALTH MEASURES. NORFOLK STEEL agrees to comply with any and all Directed Health Measures issued by the Governor of the State of Nebraska and to comply with the most current and updated Directed Health Measures of all local, state, and federal health agencies as they relate to activities authorized in this Agreement.

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 NORFOLK STEEL resulting from CITY's cancellation of NORFOLK STEEL's activities.

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

15. 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 YOUTH BASEBALL, INC.
A Nebraska Nonprofit Corporation

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, hereinafter referred to as “ROTARY”, WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow ROTARY to use the CITY’s facility at Skyview Park for musical performances which will include allowing alcohol in a portion of the park, subject to the following:

1. FACILITY. CITY, being the owner of the park facility commonly known as Skyview Park, is willing to allow the park to be used in conjunction with ROTARY’s purpose of holding four separate musical performances in the Park.

2. DATES. This Agreement shall be for the following days:

June 22, 2023 (with a rain date June 29, 2023);
July 6, 2023 (with rain date of July 13, 2023);
July 20, 2023 (with a rain date of July 27, 2023); and
August 3, 2023 (with rain date of August 10, 2023), respectively.

ROTARY shall be responsible for cleanup from the events and shall complete said cleanup on the same day that each event is held.

3. STAGE. CITY shall allow ROTARY to use the covered stage that has been constructed at Skyview Park for that purpose. ROTARY or their contractors or invitees shall comply with the following loading instructions as well as with loading instructions that are posted on the canopy covering the stage:

1. Permanent fixtures are not permitted to be installed unless approved by CITY in writing.
2. All fixtures that are to be hung from the steel joists are to be temporary and shall be removed at the conclusion of the event contemplated by this Agreement.
3. All hanging loads described herein are permitted only during periods of the year where no snow load would be imposed upon the roof. If a snowfall occurs when hanging fixtures are in place, they shall be removed immediately.
4. Hanging loads are only allowed at the bottom chord panel points of the joists. A panel point is where the vertical web member intersects the bottom chord.
5. Allowable joist loading to be either 100 PLF continuous uniform load or no more than (2) 2,000 pound pick point loads placed at any two panel points along the length of any joist.
6. When fixtures exceed 1,000 pounds, the maximum allowable load shall be 1,000 pounds per joist.

7. Any deviations of these requirements shall only occur with written permission from CITY after recommendation of user's structural engineer.

This shall mean ROTARY may install one light bar approximately ten feet (10') from the rear of the canopy within the following parameters:

1. Pick load of 2000# per joist is acceptable.
2. Pick points need to occur at a panel point.
3. Light string must be lashed to two (2) additional joists to create ~ (4) equal spaces.
4. Lashes should be equally taught to evenly distribute the load but not so tight as to cause bowing in the light string support.

ROTARY shall be responsible for any damage to said canopy as a result of ROTARY or their contractors or invitees suspending or placing their equipment on it. Trucks and flatbed trailers shall only cross the sidewalk in a location approved by CITY's parks and recreation director.

4. ALCOHOL. Alcohol consumption is prohibited on CITY-owned property by Norfolk City Code Section 3-11 without prior authorization of the Norfolk City Council. This Agreement hereby grants the authorization for alcohol to be consumed in the park from 6:00 p.m. to 9:30 p.m. on the respective dates of the events set forth in paragraph 2, only in the designated area shown on the attached Exhibit "A". This authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol in any areas of the park outside the designated area where alcohol consumption is allowed. This Agreement does not allow the sale of alcohol in the park.

5. SECURITY. ROTARY shall, at its own expense, provide adequate security guards for crowd control for its event.

6. 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 up until the time of the events and may depend upon precipitation or other variables not within the control of the parties to this Agreement.

7. TRUCK PARKING. ROTARY agrees that no trucks or other vehicles shall be allowed to be parked on the sidewalk surrounding Skyview Lake.

8. VEHICLE TRAFFIC. CITY's preference is that no trucks or other vehicles be driven on, across, or parallel to and within 15 feet of the sidewalk at Skyview Park. However, if trucks or other vehicles are driven on, across, or parallel to and within 15 feet of the sidewalk, ROTARY agrees that said trucks or other vehicles shall not be allowed to drive on, across, or parallel to and within 15 feet of the sidewalk at any location other than where designated by CITY's parks and recreation director. In the event that trucks or other vehicles damage any sidewalk at Skyview Park, even at the location designated by CITY's parks and recreation director, CITY shall repair the damaged sidewalk and ROTARY shall be responsible for paying the cost of same. CITY and ROTARY shall together inspect any location of the sidewalk

designated for vehicular traffic both prior to and after the event and ROTARY shall be responsible for any damage to said sidewalk that occurs between the two inspections.

9. DAMAGE. Any damage resulting from parking or driving in approved or unapproved areas of the park will be repaired by CITY and the cost thereof will be paid by ROTARY.

10. ALL-TERRAIN VEHICLES. ROTARY 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 the event under the conditions that (1) said vehicles are operated only by individuals who are 16 years of age or older and (2) ROTARY's insurance certificate contains the following language:

“The Rotary Club of Norfolk's general liability insurance policy noted above includes coverage for the operation of the insured's all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles while being used on City of Norfolk property.”

In the event that ROTARY does not provide an insurance certificate containing the provisions set forth in this paragraph, all-terrain vehicles, four-wheelers, utility vehicles, golf carts, or other similar vehicles are not allowed in the park during ROTARY's event unless every all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle in the park carries on it proof of ownership for the all-terrain vehicle, four-wheeler, utility vehicle, golf cart, or other similar vehicle and a certificate of insurance provided by the owner of the vehicle naming CITY as an additional insured thereon showing general liability coverage for property damage and bodily and personal injury in an amount of not less than \$1,000,000 per occurrence.

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.

11. EQUIPMENT REMOVAL. ROTARY agrees to have all equipment, including but not limited to trucks or semi-trailers, removed from Skyview Park no later than 10:00 a.m. on the day following the respective date of the events set forth in paragraph 2 unless removal would cause damage to the park due to rain in which case it should be removed no later than 24 hours after CITY's parks and recreation director requests its removal.

12. ROADWAYS IN THE PARK. ROTARY agrees that all roadways in the park shall be open to two-way traffic for vehicles entering and leaving the park at all times during the term of this Agreement.

13. INSURANCE.

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

General Aggregate	\$10,000,000
a. Bodily Injury/Property Damage	\$ 1,000,000 each occurrence
b. Personal Injury Damage	\$ 2,000,000 each occurrence
c. Contractual Liability	\$ 1,000,000 each occurrence
d. Products Liability & Completed Operations	\$ 4,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person
g. Liquor Liability	\$10,000,000 each occurrence

The policy issued shall cover all activities sponsored by ROTARY for the event with no exclusions. If possible and financially feasible, ROTARY shall endeavor to have ROTARY's insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities being covered and acknowledging carrier's coverage of the same. In the event there is any exclusion or limitation of ROTARY's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of the ROTARY's events.

- B. ROTARY shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement. Said insurance shall be the primary insurance coverage for ROTARY's events. ROTARY agrees to be responsible for any damages or claim of loss not covered by ROTARY's insurance. In the event the certificate of insurance is not filed by June 12, 2023, then (1) ROTARY 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.
- C. ROTARY agrees to provide the required insurance for its use of all-terrain vehicles, four-wheelers, utility vehicles, golf carts, and other similar vehicles in the park as set forth in paragraph 10 of this Agreement.

14. HOLD HARMLESS/INDEMNIFICATION. ROTARY agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by ROTARY, CITY, or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from ROTARY failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement. The parties acknowledge and agree that these indemnification and hold harmless provisions specifically include, but are not limited to, any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

15. COPYRIGHTED MUSIC. ROTARY 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 ROTARY 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 ROTARY activities being held on property owned by CITY.

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

17. TRASH RECEPTACLES. ROTARY agrees, at its expense, to place a sufficient number of trash receptacles in Skyview Park to accommodate the number of people expected to attend the event.

18. COLLECTION OF DONATIONS. Pursuant to Section 60-6,157 of the Nebraska Revised Statutes, ROTARY is specifically prohibited from the collection of donations on any City street.

19. SIGNS. ROTARY agrees that no temporary signs shall be placed in the public right of way or on any public property and that any temporary signs related to this event shall comply with all provisions of the Norfolk City Code. In the event any temporary signs are placed in a manner that is not in compliance with the provisions of the Norfolk City Code, the signs shall be subject to removal and ROTARY shall be subject to being fined as provided in the Norfolk City Code.

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

21. ELECTRICITY. ROTARY shall pay to CITY a fee in the amount of Twenty-five Dollars (\$25.00) per event for use of electricity at the covered stage.

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

23. NO USAGE FEE. ROTARY shall pay no fee to CITY for the use of Skyview Park for its events.

24. HANGING OF FLAGS/BANNERS. CITY will not accommodate requests from ROTARY for CITY personnel to assist in attaching flags or banners to the covered stage structure in Skyview Park for ROTARY's events. In the event that ROTARY desires to attach a flag and/or banner to the covered stage structure, ROTARY may do so at their own expense and shall be responsible for any loss or damage or claim of loss by ROTARY, CITY, or any third party from damage or claim of damage that arises as a result of ROTARY or its representatives, agents, employees, or volunteers attaching a flag or banner to the covered stage structure in Skyview Park. ROTARY shall be responsible for removing any flag or banner they have attached at the end of each event. CITY, its representatives, agents, and employees shall not be responsible for any loss or damage or claim of loss by ROTARY, CITY, or any third party from damage or claim of damage that arises as a result of ROTARY attaching a flag or banner to the covered stage structure at Skyview Park.

25. DIRECTED HEALTH MEASURES. ROTARY agrees to comply with any and all Directed Health Measures issued by the Governor of the State of Nebraska and to comply with the most current and updated Directed Health Measures of all local, state, and federal health agencies as they relate to activities authorized in this Agreement.

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

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

28. 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 ROTARY resulting from CITY's cancellation of ROTARY's activities.

29. 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

ROTARY CLUB OF NORFOLK,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

EXHIBIT "A"



AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and Daniel R. Moore and Nancy E. Moore, husband and wife, hereinafter referred to as “MOORE”, WITNESSETH:

WHEREAS, CITY is the owner of real property addressed as 403 N. Victory Rd., Norfolk, Nebraska, and described as follows:

Lot 1, Victory Road Subdivision, Norfolk, Madison County, Nebraska,

said property is hereinafter referred to as the “City property”; and

WHEREAS, MOORE is the owner of real property addressed as 307 N. Victory Rd., Norfolk, Nebraska, and described as follows:

Lot 2, Victory Road Subdivision, Norfolk, Madison County, Nebraska,

said property is hereinafter referred to as the “Moore property”; and

WHEREAS, the City property is located immediately north of and adjacent to the Moore property and the City property has a water retention pond located thereon; and

WHEREAS, MOORE is contemplating the construction of a garage addition on the Moore property which may include the moving of trees; and

WHEREAS, MOORE desires to have access across the City property for the purpose of transporting materials and/or moving trees to complete the contemplated improvements to the Moore property; and

WHEREAS, the parties desire to enter into an Agreement allowing MOORE to access the City property for the purpose of transporting construction materials to the Moore property and/or moving trees during MOORE’s construction project.

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

1. ACCESS. At no cost to MOORE, CITY shall allow MOORE and MOORE’s employees, agents, and contractors to drive vehicles along the south berm of the water retention pond located on the City property described above for the purpose of transporting construction materials and moving trees for MOORE’s garage construction project on the Moore property.

2. TERM. The term of this Agreement shall be from the date of execution hereof until December 31, 2023, or the completion of MOORE's construction project, whichever occurs first.

3. VEHICLES. Vehicles allowed access over the City property may include, but are not limited to, a pumper truck for cement, a tree spade, and a truck transporting lumber.

4. CONDITION OF LAND. MOORE shall be mindful of weather conditions and shall have access over the City property as set forth herein only when the ground is completely dry so as not to cause damage to the City property.

5. INSPECTION. Upon completion of MOORE's construction project, MOORE shall notify CITY and CITY shall inspect the property over which access is being granted hereunder. In the event there is evidence of damage to the City property attributable to MOORE's use of the same, CITY shall repair any damage and MOORE shall pay to CITY the cost for said repairs within thirty (30) days of being billed by CITY.

6. CITY USE OF LAND. MOORE's and MOORE's employees, agents and contractors' use of the City property shall not unreasonably interfere with CITY's use of and access to the City property.

7. RELEASE. MOORE hereby releases and holds CITY harmless for loss of or damage to property and equipment of MOORE and MOORE's employees, agents, and contractors while they are on the City property, other than loss caused by the negligence or willful misconduct of CITY or any CITY's representatives, agents and employees.

8. INSURANCE. MOORE shall procure and maintain at MOORE's expense, for the term of this Agreement, insurance from an insurer reasonably satisfactory to CITY that will protect CITY from claims made by any person, including but not limited to CITY, that may arise out of or result from the acts or omissions of MOORE or MOORE's employees, representatives, or subcontractors under this Agreement, whether such acts and omissions are performed by MOORE, or by any contractor or subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance shall be primary, and shall not require any contribution from any insurance carried by CITY. Such insurance shall provide coverage of the following nature and in at least the following 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
g. Workers Compensation	Statutory

The policy issued shall cover all activities authorized in this Agreement with no exclusions. In addition, MOORE shall name CITY as an additional insured. Said certificate shall be filed with the Norfolk City Clerk upon execution of this Agreement.

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

10. TERMINATION. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

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

Daniel R. Moore

Nancy E. Moore

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Midtown Event Center

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

1102 Riverside Blvd Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

125307

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	6-23-23	6-24-23				
Event Date(s):						
Event Start Time(s):	12 Noon	12 Noon				
Event End Time(s):	12AM	12AM				

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Midtown Event Center - Cove

Event Street Address/City: 1102, 1102 B, 1104 1/2 Riverside Blvd

Indoor area to be licensed in length & width: 50' x 75'

Outdoor area to be licensed in length & width: 200' x 400' (Diagram Form #109 must be attached)

Type of Event: YMCA Bike Rider Event Estimate # of attendees: 200

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

Event Contact Name: Scott Stevens Event Contact Phone Number: 402-649-2357

Event Contact Email: scott@midtowneventcenter.com

*Signature Authorized Representative:  Printed Name Scott Stevens

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

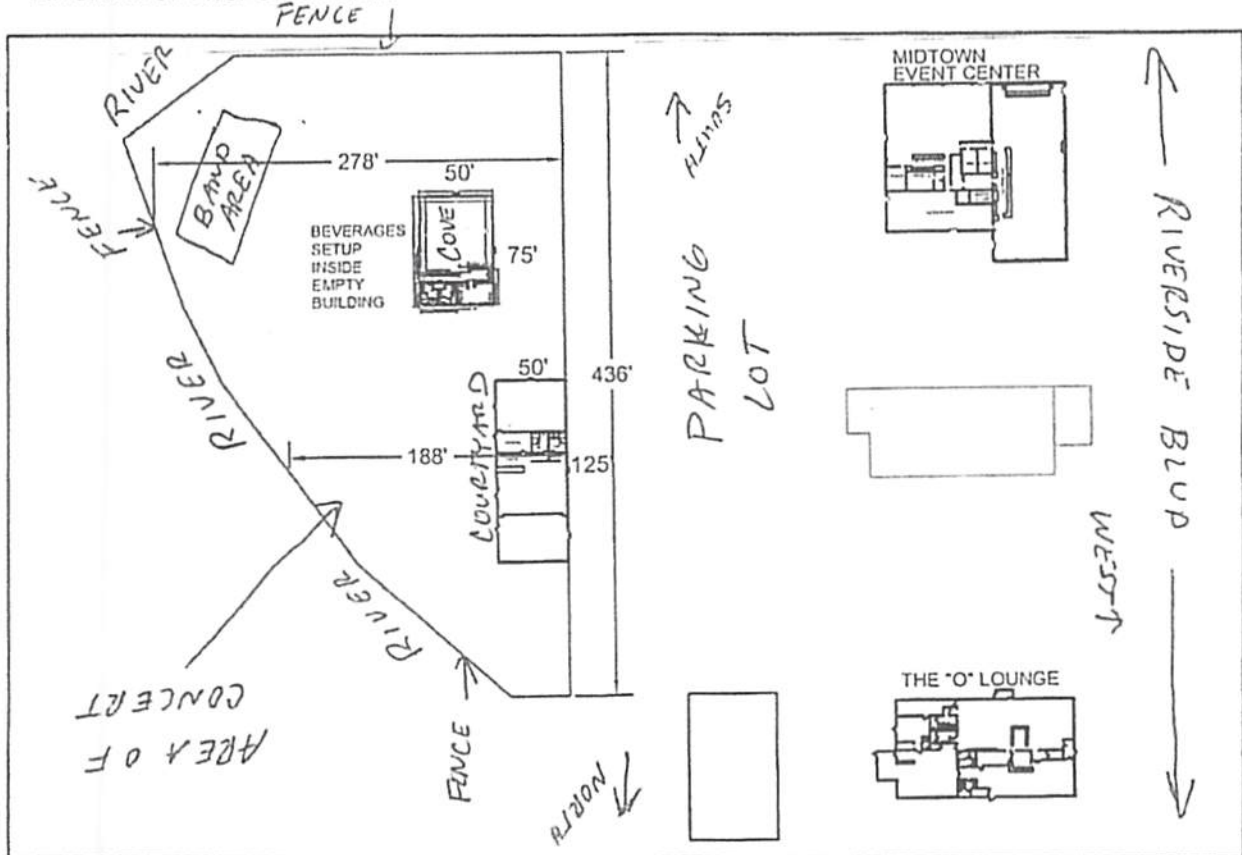
OUTDOOR AREA DIAGRAM

STAFF ALL AROUND THE AREA

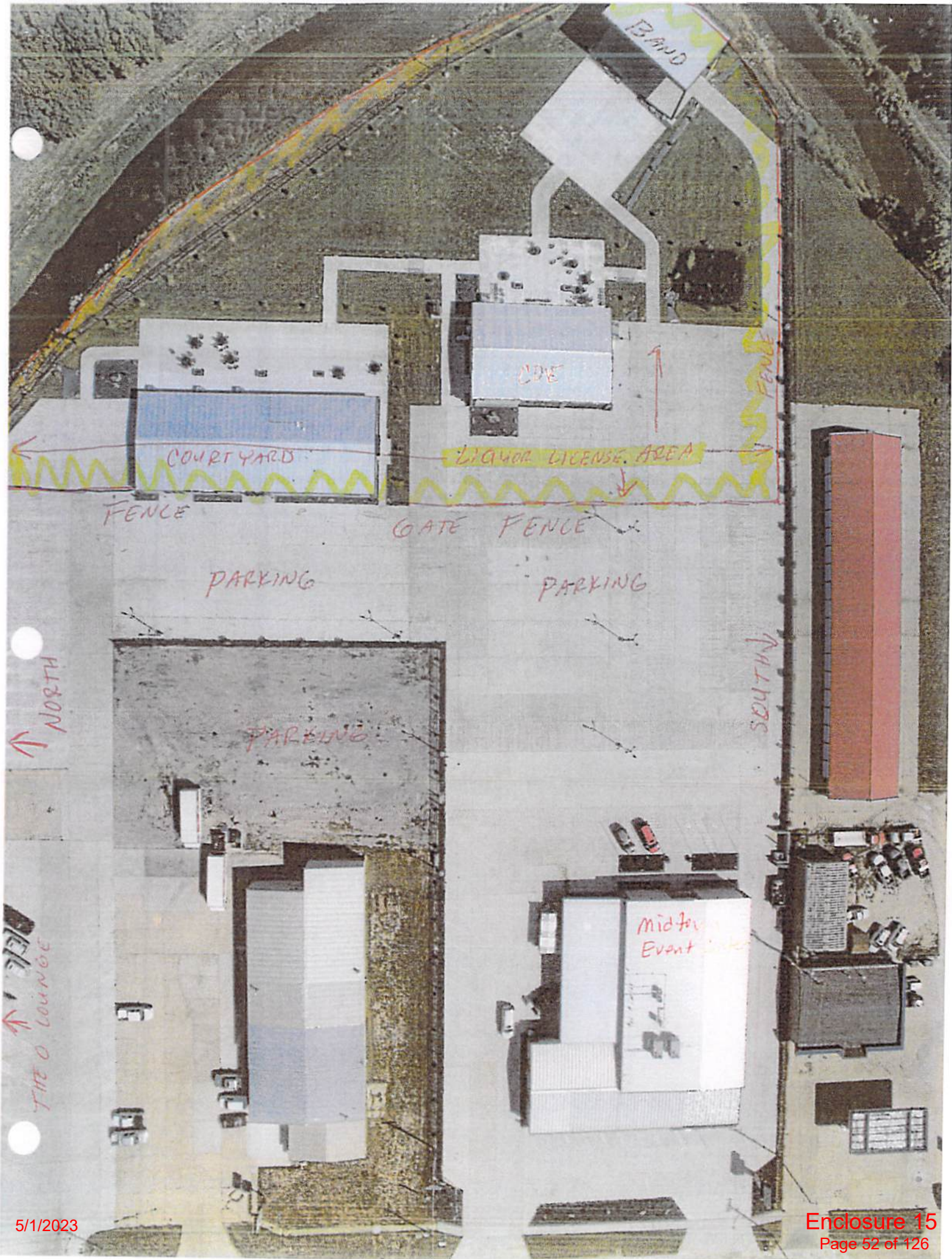
HOW AREA WILL BE PATROLLED FENCE AROUND AREA - WRISTBANDS -

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

DIAGRAM OF PROPOSED AREA:



SEE AERIAL PHOTO ALSO



BAND

CDE

COURTYARD

LIQUOR LICENSE AREA

FENCE

GATE FENCE

PARKING

PARKING

PARKING

Midtown
Event Center

NORTH

SOUTH

THE LOUNGE

SIDEWALK CAFÉ LICENSE
AGREEMENT

THIS LICENSE AGREEMENT is made as of this _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, (hereinafter the "City"), and Fenders, LLC, a Nebraska Limited Liability Company, (hereinafter the "Licensee"), who operates a business at 426 W. Norfolk Avenue, Norfolk, Nebraska. WITNESSETH THAT:

WHEREAS, Licensee is the owner and operator of a business known as Fenders which is located at 426 W. Norfolk Avenue, Norfolk, Nebraska, on property owned by Hit 'Em Up, L.L.C., a Nebraska Limited Liability Company; and

WHEREAS, the property at 426 W. Norfolk Avenue shall hereinafter be referred to as the "Site"; and

WHEREAS, the Licensee has filed with the City a copy of a Commercial Lease Agreement dated May 1, 2022, between Hit 'Em Up, L.L.C. and Licensee for the occupation and use of the Site by Licensee; and

WHEREAS, the Sidewalk Café License Application submitted by Licensee includes a Consent Statement signed on behalf of Hit 'Em Up, L.L.C. consenting to Licensee's occupation of the space for the sidewalk cafe; and

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

WHEREAS, Licensee has requested permission from City to allow the sale and consumption of alcohol in a fenced Café seating area and City is willing to allow the sale and consumption of alcohol in said fenced Café area under certain conditions; and

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

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

- I. TERM OF LICENSE: Unless otherwise terminated by the City, the license to have a Café on the City's property shall be temporary, and the license will be issued for the period May 1 through April 30. Licensee may renew the license on an annual basis by paying a license renewal fee as set forth herein to the City at least thirty (30) days prior to expiration of any current license. Renewal of the license shall automatically

extend the terms of this agreement for the license renewal period. This license is a personal privilege and may not be transferred or assigned.

II. LICENSED AREA:

1. Location:

- a. The Café shall be located directly in front of and contiguous to the building at 426 W. Norfolk Avenue. Licensee may use an area along Norfolk Avenue and adjacent to said building from the building extending south to the north curb of W. Norfolk Avenue as depicted on the attached Exhibit "A". Licensee shall delineate the boundaries of said Café area by painting lines on the sidewalk between the fenced café seating area and the Site. Licensee shall maintain the painted lines in an aesthetically pleasing manner so as not to allow peeling or flaking paint throughout the term of this license agreement and until removal as provided in Section II(3)(b).
- b. The fenced Café seating area shall be located from the north curb of W. Norfolk Avenue in front of 426 W. Norfolk Avenue extending 7' north of the curb for the length of the building at 426 W. Norfolk Avenue measuring approximately 15'4". Permanent fencing for the fenced Café seating area shall be installed which shall be no more than four feet tall and shall allow a minimum of four (4) feet of open sidewalk in the Café area for use by pedestrians. No amenities (chairs, umbrellas, signs, etc.) will extend beyond the fenced area.
- c. The Licensee shall have the obligation to prevent encroachment onto space not covered by this License. Pursuant to requirements of the Americans with Disabilities Act, the Licensee shall insure, at all times, at least four (4) feet of sidewalk between the boundary of the fenced Café seating area and other objects or changes in the level of the sidewalk to include but not be limited to the building, nearest step, trash can, or in-ground planter, whichever is closer to the fenced Café seating area boundary.

2. Pedestrian/Patron Access/Use:

- a. Licensee shall provide safe and adequate access to patrons making use of the Café and to pedestrians making use of the public sidewalk in or near the Café or the building.

- b. The Café shall be constructed and maintained so as not to constitute a hazard or danger to persons making use of the Café, the building, or the public sidewalk.
- c. All seating in the fenced Café seating area must meet the requirements of the Americans with Disabilities Act.
- d. Service of food and/or drinks in the Café area shall be limited to persons seated at tables in the fenced Café seating area.
- e. The Licensee shall be allowed to sell alcohol in the fenced Café seating area with the following conditions:
 - 1) Licensee acknowledges and understands that they are solely responsible for any and all liability as it relates to the sale and/or consumption of alcohol in the Café area. Licensee agrees to comply with all laws, rules, and regulations as they apply to the sale of alcoholic beverages.
 - 2) Licensee agrees that the Café area will be monitored by employees when patrons are in the Café area. Licensee agrees that patrons will be served by staff. Signage will be posted clearly notifying patrons that alcohol cannot be removed from the exterior fenced Café seating area.
 - 3) Licensee agrees that the fenced Café seating area will be bussed regularly to avoid containers and waste becoming a problem.
 - 4) Licensee agrees that it will ensure that all state liquor laws are enforced and that alcohol is not sold or provided by patrons to minors.
 - 5) Licensee further agrees and understands that if there are any liquor violations of any kind, attributable to this license, with reference to the sale and/or the consumption of alcohol in or near the Café area, City reserves the right to immediately terminate the entire Café license and request that any and all fencing or other improvements be removed from the sidewalk. The right of City to terminate this License is independent and separate from the Liquor License issued by the Nebraska Liquor Control Commission. The fact that a Liquor

License exists for this area shall in no way limit or restrict City from terminating this License should it choose to do so.

f. No smoking will be allowed anywhere within the Café location.

3. Removal:

a. The Licensee shall ensure that all structures comprising the fenced Café seating area, except for permanent fencing, and including but not limited to chairs, tables, bollards and planters will be easily removed during periods of non-use. In no event shall the structures comprising the fenced Café seating area, except for permanent fencing, be in place on the City's property before April 1 or after December 1 of any year.

b. The Licensee shall remove all fixtures, chairs, tables, fencing, bollards, planters and any other items related to or connected to the Café from the public way on or before the last effective date of this License. Licensee shall further remove the painted boundary lines from the sidewalk on or before the last effective date of this License, however, in no event shall the painted lines be removed while Licensee is utilizing the café seating area. If Licensee shall fail to remove said paint from the sidewalk, then the City shall have the paint or marking removed and the cost thereof shall be paid by Licensee. Licensee agrees and understands that, within ten business days of the end of this License, it shall be required to fill any holes drilled in the concrete for bolting down the fence with material as approved by City's Engineer.

c. Unless otherwise agreed in writing between the parties, Licensee shall remove the stamped concrete previously placed by Licensee and return City's property to its prior condition within 90 days, or make arrangements to do so. In the event arrangements are not made, City will restore the site to its original condition and Licensee, upon being billed by City, shall pay the actual cost incurred by City in restoring the site.

III. FEES AND COSTS:

1. To Be Paid By Licensee:

a. Licensee shall pay an application fee to City in the amount of \$250.00 upon submission of its application for a sidewalk café License. Said application fee shall be nonrefundable and shall not be prorated depending upon when the

application is submitted. If the license is granted, the application fee shall become the license fee for the initial license period.

- b. Licensee shall pay an annual license renewal fee in the amount of \$250.00 for each year this license remains in effect. Said license renewal fee shall be due and payable at least 30 days prior to the expiration of any current license. In the event a renewal fee is not paid 30 days prior to the expiration of a current license, then the license expires and a new application must be submitted in order to acquire a new sidewalk café license.
 - c. Licensee at its own cost and expense shall maintain the Site and Café.
 - d. Licensee shall bear all financial responsibility for any and all improvements to the public way, both within and surrounding the Café, which are, in the opinion of any City department or division, required for the proper and safe operation of the Café.
 - e. Licensee shall bear all costs and expenses related to the construction and maintenance of any improvements and other amenities relative to this license and operation of the Café.
 - f. Licensee agrees and understands that the City at its sole discretion may require the Licensee, at Licensee's own expense, to move seating/fencing for construction and/or maintenance of infrastructure and public amenities with one week's notice from the City. City shall not reimburse Licensee for any portion of the sidewalk café license fee or for any lost business revenue during the period that Licensee has been required to move any seating/fencing as set forth herein.
2. By The City:
 - a. City shall not be required to make any improvements to the public way that will be occupied by the Café, or expend any money for the benefit of the Licensee.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

1. The Licensee shall indemnify, defend, and save harmless the City against all claims and demands of all persons or entities for damages, costs, expenses or compensation for, on account of, or in any way growing out of the use and occupancy by the Licensee, its patrons, and/or invitees of the Site and Café adjacent to 426 W. Norfolk Avenue between the building and north curb of W.

Norfolk Avenue, or by reason of any act or neglect of said Licensee, its officers, agents, volunteers, and employees, or by any reason of any violation of any term or specification contained in this Agreement or in any license or permit necessary in the said use and occupancy of the Site and/or Café.

2. The Licensee shall obtain and maintain liability insurance for the period covered by this License. The minimum amount of insurance shall be in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and shall include medical expense coverage in an amount not less than of \$5,000.00 for any one person.
3. Prior to opening the Café, and at the time of each renewal thereafter, the Licensee shall provide the City with an original Certificate of Insurance that names the City as an additional insured. Said insurance shall be the primary insurance coverage for Licensee's Café.

V. TERMINATION:

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

VI. ADDITIONAL TERMS AND CONDITIONS:

1. The Café shall be used solely during hours of Licensee's normal business operation.
2. The Licensee shall comply with all applicable federal, state and local rules, regulations and laws, and any amendments thereof.

3. The Licensee shall ensure that the Site remains in a clean and sanitary condition, and the Licensee shall be solely responsible for the removal of trash from the Site.
4. The Licensee shall operate the Café at all times in a manner as to protect the public health and safety, including following all health and sanitation regulations.

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

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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

FENDERS, LLC,
A Nebraska Limited Liability Company

By _____
Printed Name: _____
Title: _____

CONSENT OF PROPERTY OWNER AND RELEASE OF LIABILITY

The undersigned, being the owner of the real property at 426 W. Norfolk Avenue, Norfolk, Nebraska, which is leased to Fenders, LLC, hereby consents to the foregoing Sidewalk Café License Agreement and hereby agrees to indemnify, defend, and save harmless the City of Norfolk against all claims and demands of all persons or entities for damages, costs, expenses or compensation for, on account of, or in any way growing out of the use and occupancy of the undersigned's real property by the Licensee, its patrons, and/or invitees of the Site and Café adjacent to 426 W. Norfolk Avenue between the building and north curb of W.

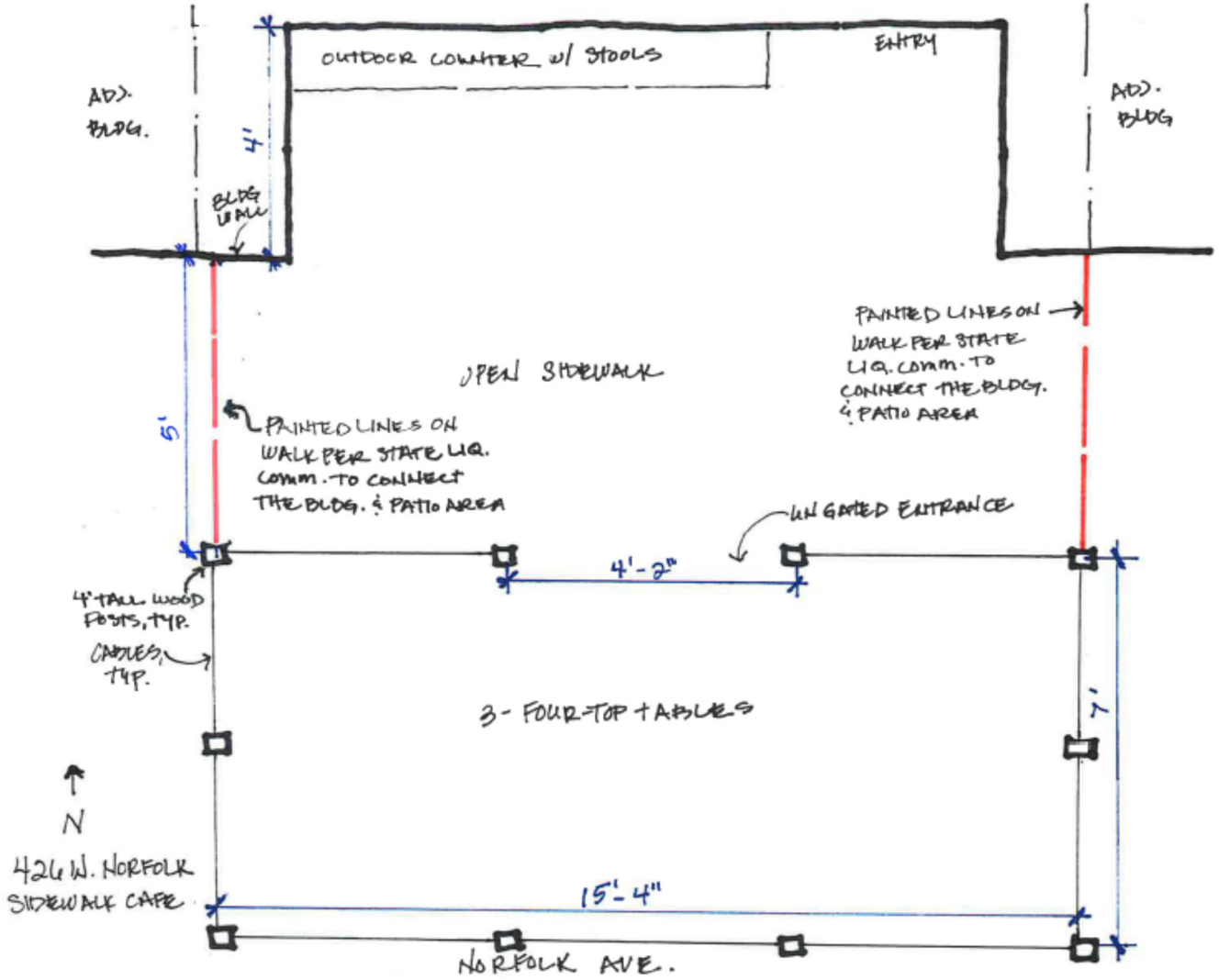
Norfolk Avenue, or by reason of any act or neglect of the undersigned or said Licensee, their officers, agents, volunteers, and employees.

HIT 'EM UP, L.L.C.,
A Nebraska Limited Liability Company

By _____
Printed Name: _____
Title: _____

By _____
Printed Name: _____
Title: _____

EXHIBIT "A"



DISTINGUISHED CITIZENSHIP RECOGNITION

Max Blunck

“People Power Award”

WHEREAS, for his act of distinguished citizenship and good neighborliness, in this instance for orchestrating an Easter Egg Hunt in Norfolk’s Central Park because, in Max’s own words, “Some people didn’t have Easter egg hunts, so I just did it for them.”; and

WHEREAS, People Power Awards are distributed to those Norfolkans, who of their own accord, motivated by goodwill and loving and caring for their neighbors as themselves, commit acts of extraordinary thoughtfulness, generosity, and compassion, demonstrating the power of people helping people and neighbor helping neighbor throughout our community.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, along with the Norfolk City Council, hereby recognize Max Blunck for his extraordinary act of citizenship.

Mayor Josh Moenning, Norfolk, Nebraska

May 1, 2023

S E A L

City of Norfolk's

"PEOPLE POWER" AWARD

Proudly Presented To

Max Blunck

for distinguished citizenship and good neighborliness,
in this instance for orchestrating an Easter Egg Hunt in
Norfolk's Central Park.

.....
Date

.....
Mayor Josh Moenning

Date of Issuance: _____ Effective Date: **May 1, 2023**
 Owner: **City of Norfolk, NE** Owner's Contract No.: _____
 Contractor: **Elkhorn Paving Construction Co., Inc.** Contractor's Project No.: _____
 Engineer: **Anna Allen** Engineer's Project No.: _____
 Project: **Concrete Improvements FY 2022-2023** Contract Name: **Concrete Improvements FY 2022-2023**

The Contract is modified as follows upon execution of this Change Order:
 Description: **Concrete panel repairs on 1st Street between Nebraska Avenue and Benjamin Avenue**

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>630,859.90</u>	Original Contract Times: Golf View on or Before Sept. 30, 2023 All other Work on or before July 1, 2024 New Scope Completion: 1t Street from Benjamin Ave Past Georgia, On or Before August 1, 2023 1st Street Georgia to Nebraska Ave on or Before July 1, 2024 Ready for Final Payment: July 1, 2024 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>630,859.90</u>	Contract Times prior to this Change Order: Substantial Completion: NA Ready for Final Payment: July 1, 2024 days or dates
Increase of this Change Order: \$ <u>598,619.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: N/A Ready for Final Payment: N/A days or dates
Contract Price incorporating this Change Order: \$ <u>1,229,478.90</u>	Contract Times with all approved Change Orders: Substantial Completion: NA Ready for Final Payment: July 1, 2024 days or dates

RECOMMENDED: By: <u></u> By: _____ Engineer (if required) Owner (Authorized Signature)	ACCEPTED: By: <u></u> By: _____ Contractor (Authorized Signature)
Title: <u>City Engineer</u> Title: _____ Date: <u>4-14-23</u> Date: _____	Title: <u>V.P</u> Title: _____ Date: <u>4-14-23</u> Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Change Order Estimate

Project Name: Concrete Improvements FY 2022-2023		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 1							
Contractor: Elkhorn Paving Construction Co., Inc.		Effective Date: May 1, 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 (\$)
Bid Section E - 1st Street (Nebraska Ave to Benjamin Ave)									
E.01	Mobilization	\$10,000.00	L.S.	0	\$0.00	1	\$10,000.00	1	\$10,000.00
E.02	Sawing, (9" Pavement)	\$8.50	L.F.	0	\$0.00	8000	\$68,000.00	8000	\$68,000.00
E.03	Sawing, (Sidewalk and Driveway)	\$8.50	L.F.	0	\$0.00	0	\$0.00	0	\$0.00
E.06	Concrete Pavement Repair	9" PCCP \$147.00	S.Y.	0	\$0.00	3089	\$454,083.00	3089	\$454,083.00
E.07	8 Inch Crushed Concrete Foundation	\$9.00	S.Y.	0	\$0.00	3089	\$27,801.00	3089	\$27,801.00
E.08	Geogrid	\$5.50	S.Y.	0	\$0.00	2750	\$15,125.00	2750	\$15,125.00
E.09	Adjust Manhole to Grade	\$350.00	Each	0	\$0.00	8	\$2,800.00	8	\$2,800.00
E.10	Adjust Valve Box to Grade	\$100.00	Each	0	\$0.00	2	\$200.00	2	\$200.00
E.11	Remove and Reset Mailbox	\$100.00	Each	0	\$0.00	0	\$0.00	0	\$0.00
E.12	Repair Private Sprinkler Head	\$25.00	Each	0	\$0.00	0	\$0.00	0	\$0.00
E.13	Concrete Driveway and Sidewalk	\$95.00	S.Y.	0	\$0.00	48	\$4,560.00	48	\$4,560.00
E.14	Detectable Warning Panels	\$52.00	S.F.	0	\$0.00	0	\$0.00	0	\$0.00
E.15	Inlet Protection	\$150.00	Each	0	\$0.00	15	\$2,250.00	15	\$2,250.00
E.16	Excavation (Established Quantity)	\$20.00	CY	0	\$0.00	690	\$13,800.00	690	\$13,800.00
E.17	Traffic Control for Construction	Owner Furnish \$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00
E.18	Seeding	Owner Furnish \$0.00	L.S.	0	\$0.00	0	\$0.00	0	\$0.00
Subtotal Bid Section E					\$0.00		\$598,619.00		\$598,619.00

Change Order Estimate

Project Name: Concrete Improvements FY 2022-2023		Project Number:	
Owner: City of Norfolk, NE		Change Order Number: 1	
Contractor: Elkhorn Paving Construction Co., Inc.		Effective Date: May 1, 2023	
Item			
Bid Item No.	Description	Reason for Change	
E.01	Mobilization	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.02	Sawing, (9" Pavement)	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.03	Sawing, (Sidewalk and Driveway)	N/A	
E.06	Concrete Pavement Repair 9" PCCP	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.07	Crushed Concrete Foundation	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.08	Geogrid	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.09	Adjust Manhole to Grade	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.10	Adjust Valve Box to Grade	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.11	Remove and Reset Mailbox	N/A	
E.12	Repair Private Sprinkler Head	N/A	
E.13	Concrete Driveway and Sidewalk	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.14	Detectable Warning Panels	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.15	Inlet Protection	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.16	Excavation (Established Quantity)	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.17	Traffic Control for Construction	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	
E.18	Seeding	Added Scope for Concrete Repairs on 1st Street between Benjamin Ave and Nebraksa Ave	



April 25, 2023

Mayor and City Council
City of Norfolk
309 N 4th St.
Norfolk, NE 68701

Re: Bid Results
Sanitary Sewer Replacement
Monroe Avenue to Logan Street
Norfolk, Nebraska
Olsson Project No. 022-02759

One (1) bid was received for the Monroe Avenue to Logan Street Sanitary Sewer Replacement project. The bid submitted for the project was from Rutjens Construction, Inc., Tilden, Nebraska, in the amount of \$1,985,515.00. Enclosed is a copy of the bid tabulation for the above-mentioned project.

Olsson recommends approval of the bid from Rutjens Construction, Inc., Tilden, Nebraska, for the amount of the Base Bid total \$1,985,515.00.

If you have any questions, do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Seth Lange". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Seth Lange

**SANITARY SEWER REPLACEMENT MONROE AVENUE TO LOGAN STREET, NORFOLK,
NEBRASKA**

BID TABULATION

20-Apr-2023 Proj. #022-02759

11:00 a.m. Page 1 of 1

CONTRACTOR				Rutjens Construction, Inc.	
Item No.	ITEM	UNIT	QTY.	Unit Price	Extension
	Base Bid				
1	Mobilization / Demobilization	LS	1	\$70,255.00	\$70,255.00
2	8" Sanitary Sewer Pipe	LF	12	48.00	\$576.00
3	10" Sanitary Sewer Pipe	LF	12	55.00	\$660.00
4	24" Sanitary Sewer Pipe (VCP, PVC, or FRPM)	LF	480	295.00	\$141,600.00
5	36" Sanitary Sewer Pipe (VCP or FRPM)	LF	2700	375.00	\$1,012,500.00
6	42" Sanitary Sewer Pipe (VCP or FRPM)	LF	12	621.00	\$7,452.00
7	Connect to Existing Manhole	EA	1	1,250.00	\$1,250.00
8	60" Diameter Manhole (6' In Depth)	EA	7	8,450.00	\$59,150.00
9	72" Diameter Manhole (6' In Depth)	EA	1	9,145.00	\$9,145.00
10	84" Diameter Manhole (6' In Depth)	EA	1	11,125.00	\$11,125.00
11	96" Diameter Manhole (6' In Depth)	EA	3	13,847.00	\$41,541.00
12	Additional Manhole Depth	VF	78	745.00	\$58,110.00
13	Jack and Bore 24" Sanitary Sewer Pipe	LF	445	850.00	\$378,250.00
14	Concrete Grout Fill Existing 36" Sanitary Sewer Pipe	LF	120	85.00	\$10,200.00
15	Abandon Existing Manhole	EA	12	2,500.00	\$30,000.00
16	Trench Stabilization	LF	3238	10.00	\$32,380.00
17	Dewatering	LF	3238	10.00	\$32,380.00
18	Bypass Pumping	LS	1	15,000.00	\$15,000.00
19	Remove Concrete Pavement	SY	526	16.00	\$8,416.00
20	Place 6" Concrete Pavement	CY	88	325.00	\$28,600.00
21	Remove & Replace Chain Link Fence	LF	55	30.00	\$1,650.00
22	Remove & Replace Barbed Wire Fence	LF	216	12.00	\$2,592.00
23	Gravel Surfacing	TN	118	31.00	\$3,658.00
24	Type 2 Seeding (Ditch)	AC	0.045	4,000.00	\$180.00
25	Type 3 Seeding (Field)	AC	2.41	4,500.00	\$10,845.00
26	Erosion Control	LS	1	2,000.00	\$2,000.00
27	Traffic Control	LS	1	12,500.00	\$12,500.00
28	Tree Removal / Clearing & Grubbing	LS	1	3,500.00	\$3,500.00
	Total of All Unit Price Bid Items for Base Bid				\$1,985,515.00
Substantially Complete On or Before:				06/15/24	
Complete and Ready for Final Payment On or Before:				07/15/24	
Addendas				1	
Bid Guarantee:				5%	
Remarks:					

City of Norfolk Application for Economic Development Program (EDP) Loan

A. Business (Borrower) Information:

Name of Business to Receive Assistance: Women's Empowering Life Line

Address: 1203 S Bth St

Norfolk NE 68701
City State Zip

Contact Person: Donielle Larson Telephone No. 402-371-0220 FAX No. 402-644-4593

Email Address: danielle.womenslifeline.net

Business Classification (Enter Primary NAICS Code): 623220

Federal ID #: 47-0744888

Business Organization: _____
 Proprietorship Corporation
 Partnership LLP LLC
 Other (please identify) _____

State of business organization: Nebraska

Business Type: _____
 Start-up Existing If Existing, years in Business 31

Does the Company have a Parent? yes no

If Yes, Identify Name: _____

Address: _____

_____ City State Zip

Other Nebraska operations:

Does the Company have operations in Nebraska other than Norfolk? yes no

If yes, does the Company agree to comply with the anti-pirating provisions in Nebraska statutes?
 yes no

Ownership and Officer Identification: List all officers, directors, partners, owners, co-owners and all stockholders with 20% or more of the stock.

Name	Title	Ownership %
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheet if necessary.

Have any of the individuals listed above, ever been convicted of a felony?

Yes No

If yes, please provide brief explanation.

Personnel: (Full-Time-Equivalent, FTE is based upon 2,080 hours per year.)

Existing Number of Full Time Equivalent Positions: 0

Full-Time-Equivalent Positions to be Created within 24 months of Application Approval: 20

Total Number of Seasonal Full-Time-Equivalent Jobs Created (i.e. Jobs which will be available for at least 3 continuous months and recur annually): 0

If Jobs Would Be Lost Without Loan Approval, Total Number of Full-Time-Equivalent Jobs Retained:

Attach job creation/retention form.

B. Project Information

USES OF FUNDS:	Total Project Cost	EDP Funds Requested
Land Acquisition		
Building Acquisition	450,000	103,129.10
Renovation		
New Facility Construction		
Acquisition of Machinery/Equipment		
Acquisition of Furniture/Fixtures		
Working Capital (Includes Inventory)	360,000	
Other (Specify)		
Total:		

Project Location:

Within the City Limits of Norfolk

Outside of City Limits, but within the Zoning Jurisdiction of Norfolk

Other Please identify

C. SOURCES OF FUNDS:

Note: EDP funding requires the participation of a lender and/or an injection of equity (non-debt) funds.

Participating Lender Information:

Name of Lender: Mike Anderson MJA Investments

Address: _____

Contact Person: Mike Anderson Phone No. 402-304-9593

Email Address: mike@mjainvest.com

Loan Amount: \$ 325,000 Loan Term: (Yrs) 3

Interest Rate: 6.59 % Variable Fixed

Collateral: none Use of Lender Funds: purchase building and contents

Name of Lender: _____

Address: _____

Contact Person: _____ Phone No. _____

Email Address: _____

Loan Amount: \$ _____ Loan Term: (Yrs) _____

Interest Rate: _____ % Variable Fixed

Collateral: _____ Use of Lender Funds: _____

Use additional sheets if necessary.

Equity Information:

Amount available from business or owner(s) for investment: \$ 28,000 + 360,000

Source of owner's equity into project: grants and income

D. BUSINESS PLAN AND BUSINESS FINANCIAL STATEMENT INFORMATION:

(1) Brief description of the business' history.

Women's Empowering life line started in 1991. We have residential and outpatient programs for women and men who have substance use and mental health issues. We also have outpatient services.

(2) Brief description of the proposed project.

We want to add child care to our programs. We will be open to the community.

Please provide the additional information:

- (3) ___ Attach Business Plan
- (4) ___ 3-complete years of historical balance sheets and operating statements. Partial year balance sheet and operating statement if 90 days past end of full year.
- (5) ___ City of Norfolk EDP Assistance Agreement including Credit History Search Authorization.

E. PERSONAL FINANCIAL STATEMENT INFORMATION:

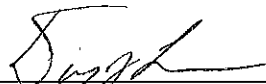
For each person owning 20% or more of the business, please provide the following:

- (1) ___ Personal Financial Statement (See attached form).

Once all documents have been received, the Economic Development Director will review the application to determine if it meets the eligibility requirements to be considered by the City of Norfolk's Economic Development Subcommittee (EDS).

The above information is accurate to the best of my knowledge and belief. The above information is provided to help you evaluate the feasibility of obtaining public financial assistance.

Dated: 4.25.23

Signature: 

Printed Name: Donielle J. Larson

Title (if applicable): Executive Director

Board of Directors

Cheryl Timm, President (2018-Present) – instructor for NECC and UNL
Jodi Aschoff, Treasurer (2020-Present) - Chief Finance Officer at Osmond Hospital
Beverly Lueshen, Member (2012-Present) - Counselor at Norfolk Regional Center
Sara Fegley, Member (2011-Present) - Retired Counselor and pastor
Matthew McManigal, Member (2017-Present) - Program Coordinator for Northeast Nebraska
Drug Court
Kari Kraenow, Member (2019-Present) - DHHS Child Protective Services caseworker
Vicki Blattert, Member (2019-Present) - Retired Counselor and Quality Improvement for
Magellan
Kyle Fuchtman, Member (2021-Present) - Financial Advisor at Calmwater Financial
Patty Simpson, Member (2021-Present) - Retired special education teacher and business owner

Women's EMPOWERING Life Line

Childcare Program Plan

Description

Women's Empowering Life Line (WELL) Childcare Program is intended to provide care and supervision of children in lieu of parental supervision. The program provides a safe and nurturing environment that supports all aspects of the child's development. Children are provided with safe, stimulating physical environments, along with frequent one-on-one, language-rich, adult-child interactions. Children are given opportunities to explore and learn across a variety of developmental domains, including cognitive, language, emotional, social, and physical.

WELL's Childcare Program complies with all regulations, definitions, policies, and practices outlined by the Nebraska Department of Health and Human Services, including Title 391 which incorporates The Child Care Licensing Act, The Child Protection Act, The Clean Indoor Air Act, The Quality Child Care Act, and The Sex Offender Registration Act.

Mission and Philosophy

The mission of Women's Empowering Life Line, Inc. is to promote the overall health, well-being, independence, and capabilities of adult women and their families by providing behavioral health treatment and services.

It is the philosophy of Women's Empowering Life Line, Inc. that all individuals in recovery from behavioral health disorders deserve to be treated in a dignified and caring manner. It is our philosophy that with proper nurturing and treatment, individuals and families can improve the quality of their lives. Women's Empowering Life Line utilizes an individual approach that endorses consumer driven care and a trauma informed system.

Program Goals

1. Children will be provided with evidence-based curriculum that is developmentally appropriate, aligned with the Nebraska Early Learning Guidelines and incorporates child nutrition and physical activity.
2. Children will be provided with individualized services that meet their specific cognitive, linguistic, emotional, social, and physical needs.
3. Teachers will actively engage children in everyday learning with effective teaching approaches that enhance each child's learning and development.
4. WELL providers and educators will be knowledgeable of developmental milestones, complete regular assessments and communicate about children's skills, strengths, and needs.

5. Programs will be staffed with knowledgeable, effective, and professional staff who pursue lifelong learning.
6. Providers and educators will maintain collaborative relationships with families to help support each child's learning and development.

Services Provided and Treatment Modalities

- Childcare services are provided Monday through Friday 7:30am to 5:30pm.
- Step Up to Quality Aligned Curricula is utilized, including;
 - Creative Curriculum by Teaching Strategies
- Individual, Group, and Family Counseling Services, including;
 - Child Parent Psychotherapy
 - Circle of Security
 - Parents Interacting with Infants (PIWI)
 - Nurturing Parenting
- Parent Training and Education, including;
 - We will use Procure system for check ins and outs. It also comes with a communication feature that will allow us to communicate with the parents on many things like; what their child did for the day, milestones, and parenting tips and tricks. With Procure, centers can share milestones in real time to engage families in their children's development and help reinforce what is taught in the classroom by providing insights into their children's curriculum and learning objectives.
 - Monthly newsletters will be given to parents on child development and child bonding ideas.
 - Teachers will be in constant communication with parents regarding their child's development.

Expectation of Parents

- Open Communication. Explain clearly and carefully your wishes and expectations about your child's care. Provide updates on problems and progress your child is making.
- Agreement on terms or arrangements. You should fully understand the expectations of the provider. A written agreement between the provider and parents is usually helpful for both parties. If you agree to provide diapers, formula or other supplies, you should bring them before they are needed.
- Advance notice of and agreement to any changes. Providers deserve advance notice if you are going to stop using their services, take a vacation or change your hours.
- Drop off and pick up times. Providers have personal lives too, and they should be able to expect that you will pick your child up at the agreed-upon time.
- Do not send sick kids. Agree with your child care provider in advance about what determines if a child is too sick to be in child care.
- Payment on time. Child care providers have to pay the rent and buy food too, so make arrangements to see that they get their pay on time.

Population Served

We serve children under 13 years of age and their families. Priority is given to children with mothers enrolled in WELL's Mommy & Me residential treatment program.

Location and Service Details

We are located at 600 N 12th St in Norfolk, Nebraska. Our phone number is 402-371-0220. Our services are provided Monday through Friday 7:30am to 5:30pm We accept State of Nebraska Childcare Subsidies and self-pay.

Admission and Discharge Processes

Admission:

- All registration materials in the parent packet must be completed prior to the start date
- Prior to the start date, children must submit a medical record that includes a complete current immunization record. Immunization records must be kept up to date and we need copies as soon as your child gets another immunization.

Discharge:

- Parents must give a two week notice to discharge their child unless agreed upon by the director.

Cost of Services

For state subsidy: Rates are determined based on the most current State of Nebraska Title 392 Rate Unit Authorization. Rates will increase as WELL completes accreditation steps through Step Up to Quality. Current rates are as follows;

- Infant:
 - Hour: \$5.00
 - Day: \$36.30
- Toddler:
 - Hour: \$5.00
 - Day: \$35.00
- Preschool:
 - Hour: \$5.00
 - Day: \$32.25
- School Age:
 - Hour: \$4.75
 - Day: \$32.00

For services provided from 0-5.75 hours, the parent will be billed by number of hours. For services provided from 6-10 hours, the parent will be billed the day rate. For services provided over 10 hours, the parent will be billed the day rate plus the number of hours over 10.

There is an initial and annual registration fee of \$25 per child. There is an annual activity fee of \$75, which may be split into three monthly payments of \$25.

Rates may be increased by up to 25% of normal provider rates for children with special needs.

Parents will be billed the day rate for children that are unexpectedly absent from childcare, up to five times per month.

For private pay: rates will be a flat fee of \$200 a week per child.

There is an initial and annual registration fee of \$25 per child. There is an annual activity fee of \$75, which may be split into three monthly payments of \$25.

Referrals

Since we are registering with Step up to Quality we will be listed as a provider on their website. We will also register with the Nebraska Child Care Referral Network.

Social Media will be used for advertisement of our center.

Emergency Care and Treatment

In the event of a medical emergency, WELL staff are trained in CPR and First Aid and have access to 24/7 nurse on-call to assist in the management of these emergencies. If deemed necessary by the staff on duty, 911 is called to treat the medical emergency.

In the event of a psychiatric emergency, WELL staff are trained in de-escalation skills and have access to 24/7 clinical on-call to assist in the management of these emergencies. If deemed necessary by the staff on duty or clinical on-call, 911 is called to manage the psychiatric emergency.

Staff are trained in the WELL policies and procedures regarding the management of facility and weather emergencies including fire, bomb threats, tornado, flood, power outage, and winter storm. The safety of WELL staff and children served are priority in these instances.

Performance Improvement Program

The WELL adopts a philosophy of continual improvement that is carried out through the Performance Improvement Program. The Quality Improvement Coordinator is the leader of this program and works with each program to identify areas for improvement, solicit input from staff, consumers, family members, and stakeholders, and to develop and implement plans for improvement.

The WELL conducts monthly Performance Improvement Meetings where representatives from all programs come together. Topics addressed in this meeting include grievances/complaints, survey analysis, medication errors, critical incidents, training needs, accommodation requests, and any other special topic that needs to be addressed. One consumer from each residential program is invited to this meeting to present program preferences and answer any questions from the team about how to improve their stay.

Freedom from Abuse, Neglect, and Exploitation

The WELL is committed to ensuring that all programs are safe and children and their families are free from abuse, neglect, and exploitation. All WELL staff are provided education regarding the prevention,

recognition, and reporting. Families are provided education during orientation regarding their right to be free of abuse, neglect, and exploitation, their responsibility to report these instances and the method for reporting, as well as the WELL's responsibility as mandatory reporters as an exception to confidentiality.

Once an allegation has been voiced by a staff person, child, family member, or interested party, the Executive Director is immediately informed of the situation and begins the investigation process. Any staff person accused of perpetrating abuse will be suspended until the investigation is complete. Depending on the severity of the situation, the Norfolk Police Department may be involved at the onset of the investigation.

The investigation will result in one of the following determinations; unfounded or confirmed. All parties will be notified of the results of the investigation and the Executive Director will be responsible for determining the most appropriate next steps to ensure the safety of all involved.

Staff

- We will employ 26 staff for this program by the time we reach June, 2024. We will have 12 full-time, 13 part-time, and one director to oversee the program.
- All childcare staff will be paid at the rate of \$15 per hour, but we will not be able to use the same wage matrix for our other programs that allows for higher pay based on education and experience. We will also not be offering benefits to those part-time staff to decrease costs.
- Staff will be trained will all required trainings by DHHS plus 12 hours a year. They will also be trained in the Pyramid Model.

Access to Additional Information

Regulations may be accessed through the Department of Health and Human Services website at <https://dhhs.ne.gov/Pages/Child-Care-Regulations.aspx>. Child Care licensing staff may be contacted at the local Norfolk DHHS office at 402-370-3126.

Complaints may be made in several ways;

- Informal conversation with any WELL employee.
- Formal request for a meeting with the Childcare Director, Kara Kratochvil, or Executive Director, Donny Larson by calling 402-371-0220.
- Submitting a written grievance. Grievances are located at the front desk and may be submitted to any WELL staff.
- Contacting the Department of Health and Human Services at (800) 600-1289.

Year 1 Budget

FY 23/24

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Fiscal Year
Program Revenue	\$ -	\$ 6,374.00	\$ 25,497.00	\$ 26,914.00	\$ 53,460.00	\$ 56,430.00	\$ 60,844.00	\$ 64,224.00	\$ 83,817.00	\$ 88,474.00	\$ 91,268.00	\$ 91,268.00	\$ 648,570.00
Grocery Revenue	\$ -	\$ 1,000.00	\$ 3,600.00	\$ 3,600.00	\$ 7,800.00	\$ 7,800.00	\$ 9,000.00	\$ 9,000.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 88,400.00
Program Fees	\$ 3,700.00	\$ -	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 14,280.00
Grants/Donations	\$ 20,000.00						\$ 30,000.00						\$ 50,000.00
Total Revenue	\$ 23,700.00	\$ 7,374.00	\$ 30,155.00	\$ 31,572.00	\$ 62,318.00	\$ 65,288.00	\$ 100,902.00	\$ 74,282.00	\$ 96,525.00	\$ 101,182.00	\$ 103,976.00	\$ 103,976.00	\$ 801,250.00
Payroll Expenses	\$ 9,129.00	\$ 18,866.00	\$ 20,150.00	\$ 39,624.00	\$ 39,624.00	\$ 42,406.00	\$ 42,406.00	\$ 57,809.00	\$ 57,809.00	\$ 57,809.00	\$ 57,809.00	\$ 57,809.00	\$ 501,250.00
Benefit Contributions	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 6,400.00	\$ 6,400.00	\$ 8,800.00	\$ 8,800.00	\$ 52,800.00
Dues, Lic, Subscription	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 4,300.00
Insurance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Legal/Professional Fees	\$ 500.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 2,975.00
Pest Control	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 2,100.00
Recruiting	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Repairs/Maintenance	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 31,000.00
Groceries	\$ 1,000.00	\$ 3,600.00	\$ 3,600.00	\$ 7,800.00	\$ 7,800.00	\$ 9,000.00	\$ 9,000.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 100,050.00
Cleaning Supplies	\$ 300.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 7,000.00
Office Supplies	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 8,700.00
Training	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Fuel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00
Utilities	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 60,000.00
Total Expenses	\$ 41,104.00	\$ 33,466.00	\$ 34,450.00	\$ 58,224.00	\$ 62,324.00	\$ 66,506.00	\$ 67,006.00	\$ 85,059.00	\$ 86,659.00	\$ 86,659.00	\$ 89,059.00	\$ 89,059.00	\$ 799,575.00
Total Net Income	\$ (17,404.00)	\$ (26,092.00)	\$ (4,295.00)	\$ (26,652.00)	\$ (6.00)	\$ (1,218.00)	\$ 33,896.00	\$ (10,777.00)	\$ 9,866.00	\$ 14,523.00	\$ 14,917.00	\$ 14,917.00	\$ 1,675.00
Full Day Children	18	36	36	78	78	90	90	112	112	112	112	112	
After School Children	5	10						15	15	15	15	15	
Total Children Served:			36	78	78	90	90	127	127	127	127	127	
# of Staff - Full Time				5	5	5	5	7	7	10	10	12	
# of Staff - Part Time	5	10	11	15	15	17	17	23	23	17	17	13	

**Year 2 Budget
FY 24/25**

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Fiscal Year
Program Revenue	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 91,268.00	\$ 1,095,216.00
Grocery Revenue	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 139,800.00
Program Fees	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 1,058.00	\$ 12,696.00
Total Revenue	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 103,976.00	\$ 1,247,712.00
Payroll Expenses	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 59,544.00	\$ 714,528.00
Benefit Contributions	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 10,712.00	\$ 128,544.00
Dues, Lic, Subscription	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Insurance	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 19,200.00
Legal/Professional Fees	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 2,700.00
Pest Control	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 2,100.00
Recruiting	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Repairs/Maintenance	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Groceries	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 11,650.00	\$ 139,800.00
Cleaning Supplies	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 8,400.00
Office Supplies	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 8,400.00
Training	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Fuel	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
Utilities	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 60,000.00
Total Expenses	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 92,706.00	\$ 1,112,472.00
Total Net Income	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 11,270.00	\$ 135,240.00
# of Children Served:	127	127	127	127	127	127	127	127	127	127	127	127	

Poverty in Early Childhood



Poverty in Early Childhood by the Numbers

Young children are the most likely to experience poverty among all age groups in the U.S.

- 1 in 5, or 4.2 million, children under age five experienced poverty in 2015.
- 2.1 million children under age five experienced deep poverty in 2015 – half of all the young children who experienced poverty.
- Early childhood poverty grew during the Great Recession, and has remained high through the recovery, remaining above 20 percent.

Poverty: In 2015, a family of three with one parent and two children lived in poverty if the family earned less than **\$19,096** per year

Deep Poverty: In 2015, a family of three lived in deep poverty if it earned less than **\$9,548** per year, or half the poverty threshold.ⁱ

Annual wages for one full-time, full-year worker earning the federal minimum wage of \$7.25 per hour are \$15,080. In comparison, the Economic Policy Institute estimates that a household consisting of one adult and two children needs a median annual income of \$56,839 to attain an adequate standard of living.ⁱⁱ

Poverty does not impact all children equally

Children of color are significantly more likely to be affected by poverty than white children in the U.S. In 2015:ⁱⁱⁱ

12.8 percent of white children under age five lived in poverty

11.9 percent of Asian children under age five lived in poverty*

30.2 percent of Hispanic or Latino children under age five lived in poverty

39.1 percent of American Indian and Alaskan Native children under age six lived in poverty^{iv}

45.5 percent of black children under age five lived in poverty

30.4 percent of Native Hawaiian and other Pacific Islander children under age six lived in poverty^v

*While the poverty rate for Asian children is relatively low compared to other racial groups, this figure masks deeper levels of poverty experienced by certain ethnic groups. For example, 30.2 percent of Hmong children lived in poverty in 2015.^{vi}

By 2020 more than half of all children in the U.S. will be children of color,^{vii} and already half of all children under five are children of color.^{viii} As racial disparities in early childhood poverty expose increasingly larger segments of the young child population to poorer outcomes, policymakers and early childhood stakeholders should find it increasingly urgent to address both the causes and the symptoms of racial disparities in poverty rates.

Poverty impacts development in early childhood

Early childhood is a critical period of physical and social-emotional development. In the first years of life, 700 to 1,000 new neural connections are formed every second, shaping the brain's architecture in a way that influences learning, health and behavior for a lifetime.^{ix} Poverty influences this process by bringing a host of stressors and hardships into a child's life and influencing relationships with caregivers and others in a child's social network. In the absence of adequate buffering relationships and supports, such stressors can adversely impact the architecture of a young child's rapidly developing brain.

Poverty has cumulative effects that undermine health, learning and social-emotional development

Growing up in a household with material hardship creates inequitable opportunities and increased exposure to risk factors for young children, when compared to children who do not live in poverty. This in turn leads to inequities in opportunities for optimal health, learning and social-emotional development for young children living in poverty.

Health

Early childhood poverty is a health concern even before a child is born.

- Children born to families experiencing poverty are more likely to be born premature and at a low birth weight, and more likely to have their health rated as fair or poor by their caregivers.^x
- Children who are born preterm or with a low birth weight are more likely to develop chronic diseases like obesity, diabetes and heart disease as adults.^{xi}
- Children who experience poverty are more likely to develop asthma.^{xii}
- Inadequate or unsafe housing – where families experiencing poverty are often forced to live – is associated with asthma, lead exposure and injuries,^{xiii} as well as reduced opportunities for play and exercise.
- Lack of safe spaces to play and poor nutrition both contribute to an increased risk of obesity in early childhood, which can impact physical and mental health for a lifetime.

Learning and Academic Achievement

The strain poverty creates on families negatively impacts a young child's ability to learn.

- Young children who experience poverty in the first years of life are approximately 30 percent less likely to complete high school than children who don't experience poverty until later in life.^{xiv}
- Family income is closely associated with academic achievement. In fact, family income is now considered as nearly as strong a predictor of a child's academic success as parental education level.^{xv}
- Young children living in poverty often experience chronic stress which can lead to elevated cortisol levels, adversely impacting their executive function and ability to learn.^{xvi}
- In instances when young children experiencing poverty display cognitive, speech or language delays, they may also be less likely to have access to critical services that can quickly identify such delays and help to address them.

Social-Emotional Development

Young children's social-emotional development can also be impacted by the stressors associated with poverty, putting them at an increased risk for behavioral and emotional problems.

- Parents of children experiencing poverty are twice as likely to report that their children are at-risk for developmental delays as parents of children who are not experiencing poverty.^{xvii}
- Only 48 percent of parents experiencing deep poverty reported that their child was "flourishing"^{xviii} developmentally, compared to 72 percent of parents of children not experiencing poverty.^{xix}
- Poverty also affects a caregiver's ability to create a stable environment for a young child. When parents and caregivers experience significant stress and uncertainty in daily life, and must dedicate considerable time and energy to meeting a child's basic needs with limited means, their ability to parent optimally may be diminished.

Poverty in childhood increases the likelihood of poverty in adulthood

Over time, greater exposure to poverty in childhood – either cyclical or chronic – makes it more likely that a child will have a hard time escaping poverty in adulthood, feeding an intergenerational cycle of poverty. Children who experience poverty for at least half of their childhood are 37 percent less likely to be consistently employed as young adults than children who experienced shorter durations of poverty or did not experience poverty at all.^{xx}

How Can We Better Support Young Children and Their Families?

Local leaders have several opportunities to ensure that all young children have the support they need to thrive. The consequences of poverty in early childhood can be prevented and mitigated through the provision of high-quality, accessible and responsive programs and services. However, to address the root causes of poverty, a broader shift in policy is also needed. To learn more, read CSSP's brief [Supporting Young Children: Addressing Poverty, Promoting Opportunity and Advancing Equity in Early Childhood](#).

For citations, please visit <http://www.cssp.org/policy/2016/Poverty-in-Early-Childhood-Citations.pdf>.

Circle of Security

Parenting Course + Group

Next Session starts **Thursday July 10th, 2023**

[Every Thursday evening for 10 weeks]

Time: 5:30pm - 7:30pm

Location: The WELL Outpatient Building
1203 S. 8th St, Norfolk, NE

COURSE LED BY:

Jess Mulberry, LIMHP has been working with children, teens and families for 15 years. She is extremely passionate about supporting families and helping heal the family of origin. She wants to give parents/caregivers and children their best chance at a healthy life and the tools they can use to have healthy and loving relationships within the family and with others.



BOOK NOW

Spots are Limited!

*Please contact Aleigha at the contact information below

*There is no childcare provided at this time

Contact Us

text or call: 402-844-0846
email: aleigha@womenslifeline.net
1203 S. 8th St, Norfolk, NE 68701



"Let's raise children who do not need to recover from their childhoods."

- Pam Leo

About this course:

At times all parents feel lost or without a clue about what our child might need from us. Imagine what it might feel like if you were able to make sense of what your child was really asking of from you. The Circle of Security Parenting program is based on decades of research about how secure parent-child relationships can be supported and strengthened. This course will give you the tools you need to be able to build the relationship you desire with your child/children.

Women's EMPOWERING Life Line

THE WELL IS A PRIVATE AND LOCALLY RUN BUSINESS, PROVIDING SERVICES TO THE NORFOLK COMMUNITY SINCE 1991.



**80 TEAM
MEMBERS**



**5 RESIDENTIAL FACILITIES +
1 OUTPATIENT LOCATION**

8 PROGRAMS FOR WOMEN, MEN, CHILDREN, & FAMILIES

- **Local Crisis Response Team + 24/7 Crisis Hotline** [Team of mental health professionals who coordinate and partner with police, hospitals and schools. Emergency phone line for those in crisis to call and receive resources based on their needs.]
- **Transitional & Supportive Housing** [Housing to support clients' transition from treatment to integrate back into our community.]
- **Outpatient Services** [Substance use disorder and mental health assessments, individual counseling, intensive outpatient, group counseling, psychiatry services, community support, and peer support.]
- **Long-Term Residential Treatment** [Four gender specific programs for adults.]
- **Mental Health Crisis Respite Services** [A safe, protected, and supervised residential environment on a short term basis.]
- **Mommy & Me Residential Treatment** [Serving expectant mothers, as well as mothers and their children together in a therapeutic residential environment for up to 12 months.]
- **Circle of Security - Parenting Class** [Based on decades of research about secure parent-child relationships and teaches tools for parents to use to create a loving, healthy relationships.]
- **Children's Therapy** [Capitalizes children's natural urge to explore and harnesses it to meet and respond to the developmental and mental health needs.]

OUR TREATMENT APPROACH



**EVIDENCE-
BASED**



**GENDER SPECIFIC
SERVICES**



**RECOVERY
FOCUSED**



**TRAUMA
RESPONSIVE**



**PERSON
CENTERED**



**CULTURALLY
COMPETENT**

Our treatment approach is designed to meet the holistic needs of the individual. We recognize that addiction and mental health needs do not occur independently, and often individuals need assistance in all areas of their lives to become well.

CHILD CARE CENTER VISION:

TO CREATE AN INCLUSIVE, SAFE SPACE FOR CHILDREN TO THRIVE AND WHERE WHOLE FAMILIES ARE SUPPORTED.



1 IN 4
CHILDREN
UNDER THE
AGE OF 5 IS
LIVING IN
POVERTY IN
NORFOLK, NE
(A)

A STUDY PUBLISHED IN THE JOURNAL OF CHILD PSYCHOLOGY AND PSYCHIATRY FOUND THAT CHILDREN WHO RECEIVED EARLY INTERVENTION FOR EMOTIONAL AND BEHAVIORAL PROBLEMS HAD BETTER OUTCOMES IN TERMS OF SOCIAL FUNCTIONING AND ACADEMIC ACHIEVEMENT LATER IN LIFE.

STUDIES HAVE SHOWN THAT BILINGUAL CHILDREN MAY HAVE BETTER EXECUTIVE FUNCTION SKILLS, SUCH AS PROBLEM-SOLVING AND MULTITASKING, WHICH CAN LEAD TO IMPROVED ACADEMIC PERFORMANCE.

SCORES OF STUDIES HAVE SHOWN THE BENEFITS OF SUPPORT IN THE POSTPARTUM AND BREASTFEEDING BENEFITS TO THE MOTHER/CHILD DYAD, WHICH HAVE A DIRECT IMPACT ON OVERALL COMMUNITY HEALTH.

EVERYONE IS WELCOME

We will accept any child for enrollment, regardless of payment source.

Mommy & Me Program will initially be prioritized. Then enrollment will be on a first-come-first-serve basis.

THERAPIST ONSITE

To provide immediate support for children who may be experiencing emotional, behavioral, or developmental challenges. Children who may be struggling can learn important coping skills for emotional regulation.

DIVERSITY & INCLUSION

We will have a Spanish-immersion room, incorporate sign language, use 'Zen Zones', a garden for children to learn and eat from, teach mindfulness practices and other long-term beneficial tools for children to use.

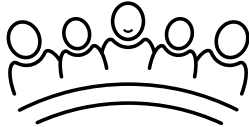
COMMUNITY RESOURCES

Our goal is to provide a place for families to seek resources. To include parenting classes, postpartum support groups, and other supportive community services



(A) ESRI - DEMOGRAPHIC AND INCOME PROFILE + U.S. CENSUS BUREAU

ECONOMIC IMPACT | YEAR 1



**127 CHILDREN
IN CARE
60+ FAMILIES
IMPACTED**



**26 NEW JOBS
ADDED TO OUR
COMMUNITY**



**EST. INVESTMENT
IN TEAM
MEMBERS:
\$554,050**



\$103,219 ROI?

National Women's Law Center found that investing in high-quality childcare can generate significant economic benefits, including increased workforce participation, higher earnings, and increased tax revenues.

According to a study, every dollar invested in the childcare program generated \$2.47 in economic activity.

(1)

$\$103,219 \times \$2.47 =$

\$254,951

IN ECONOMIC ACTIVITY

Every \$1 spent in early childhood education can save \$7 in the long term (2)

Participants in high-quality early childhood education also show long-term gains in the form of lower rates of incarceration (46% reduction), lower rates of arrest for violent crimes (33% reduction) and a reduced likelihood of receiving government assistance (26% reduction). (3)

$\$103,219 \times \$7 =$

\$722,533

IN LONG TERM SAVINGS

The availability of early childhood education programs attracts homebuyers and increases property values by \$13 for every dollar invested in local programs.(3)

$\$103,219 \times \$13 =$

\$1,341,847

IN INCREASED
PROPERTY VALUES

\$2,319,331 = 2,147% ROI



progress. right at home.

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

For Office Use Only	Date Filed <u>4/11</u>
	Fee \$ <u>250</u> <u>4/11</u>
	Rec'd by <u>EJ</u>

**APPLICATION FOR TEMPORARY
WAIVER OF SUBDIVISION REQUIREMENTS**

Section 1:

Applicant: Trevor T. Osten 3414 West Nucor Road
Name Address

(402) 920-3287 trevorosten@npsne.org
Phone Email

Contact: Elizabeth H. Osten 3414 West Nucor Road
(other than Name Address
Applicant)

(402) 750-7464 _____
Phone Email

Years Requested: Perpetual

A waiver of minimum subdivision requirements is requested from the requirements set out in Chapter 23, Article I of the City Code of Norfolk for property

Addressed as _____

Legally described as _____

And zoned as _____

Section of subdivision regulations waiver is for _____

Explain the nature of the request and hardship _____

Provide a sketch with this application including the application area, existing and proposed structures, appropriate dimensions, and any other pertinent information.

Trevor T. Osten
Signature of Owner

Authorized Agent

OR

Trevor T. Osten
Printed Name of Owner

Printed Name of Authorized Agent

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

April 18, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On April 18, 2023 the Norfolk Planning Commission reviewed the waiver of subdivision requirements submitted by Trevor and Elizabeth Osten.

The waiver of minimum subdivision sidewalk requirements is requested from those set out in Chapter 23-42, of the City Code of Norfolk, on property addressed as 3414 W. Nucor Road.

The Planning Commission recommends approval of the sidewalk waiver request with a 7-0 vote.

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

City of Norfolk 309 N. 5th Norfolk, NE 68701

RESOLUTION NO. 2023-19

WHEREAS, Trevor and Elizabeth Osten have filed an application for a temporary waiver of subdivision requirements outlined by the Norfolk City Code 23-48 relative to sidewalk installation on property located at 2812 E. Benjamin Ave.; and

WHEREAS, the Norfolk Planning Commission, on the 18th day of April, 2023, reviewed the applicants' request for a temporary waiver and forwarded their recommendation to the Mayor and City Council; and

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

BE IT RESOLVED by the Mayor and City Council of the City of Norfolk, Nebraska, that Trevor and Elizabeth Osten are approved for a temporary waiver from sidewalk installation requirements detailed in the Subdivision Regulations of the Norfolk City Code, at property located at 3414 W. Nucor Road, more particularly described as:

Lot 2, Gebhardt's Addition, Madison County, Nebraska

BE IT RESOLVED by the Mayor and City Council that the following conditions are hereby attached to said temporary waiver as follows:

1. That said temporary waiver is in effect until sidewalks are installed in the abutting area. Any modification or extension of said temporary waiver shall have to be approved by the Mayor and City Council after recommendation by the Norfolk Planning Commission.
3. The site plan of the development shall include provisions and grading for future sidewalk installation. This area shall remain free from landscaping or other land development that would prohibit future sidewalk installation.

4. The City Council reserves the right to request the installation of sidewalks at any time, regardless of this or any other waiver.

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

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

Acknowledgement

State of Nebraska }
County of Madison } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by

Josh Moenning, Mayor, and Brianna Duerst, City Clerk, both on behalf of the City of Norfolk, NE.

Signature of Notary Public

Printed Name of Notary Public

Parks and Recreation Master Plan Process

Task 1 - Project Management

- Kick-off Meeting
- Outcome expectations
- Data Collection
- Site Tours
- Progress Reporting

Task 2 – Community Profile & Needs Assessment

- Demographic and Trends Analysis
 - Market Areas Served by Norfolk
 - Determine changes occurring in our region
 - Provide a basis for the equity mapping and service area analysis
- Benchmark Analysis
 - Compare Norfolk to five other relevant peer agencies in Nebraska
- Key Leadership and Focus Group Interviews
- Public Forums
- Surveys
 - Public Forums
 - Online
 - Statistically Valid Survey (Internet, Mail, email or phone)

Task 3 – Facilities and Recreation Assessment

- Parks and Facilities Inventory and Assessment
 - General Condition of Facilities
 - Compatibility with Neighborhoods
 - Access, Safety, Programming, Partnerships and Revenue
- Facility Classifications and Level of Service Standards

Task 3 – Facilities and Recreation Assessment

- Geographical Analysis Through Mapping
- Review Current Maintenance and Operations
 - Administrative delivery • Maintenance and operating standards • Organizational design and staffing • Customer service • Staffing levels • Field equipment/resources • Service contracts • Workload requirements • Procedures manuals • Existing policy and procedures management • Performance measures and indicators • Information systems and technology • Marketing and communications • Identify and expand partnerships/volunteer support for facilities and services • Review and suggest new rules and regulations related to parks • Facility Classifications and Level of Service Standards

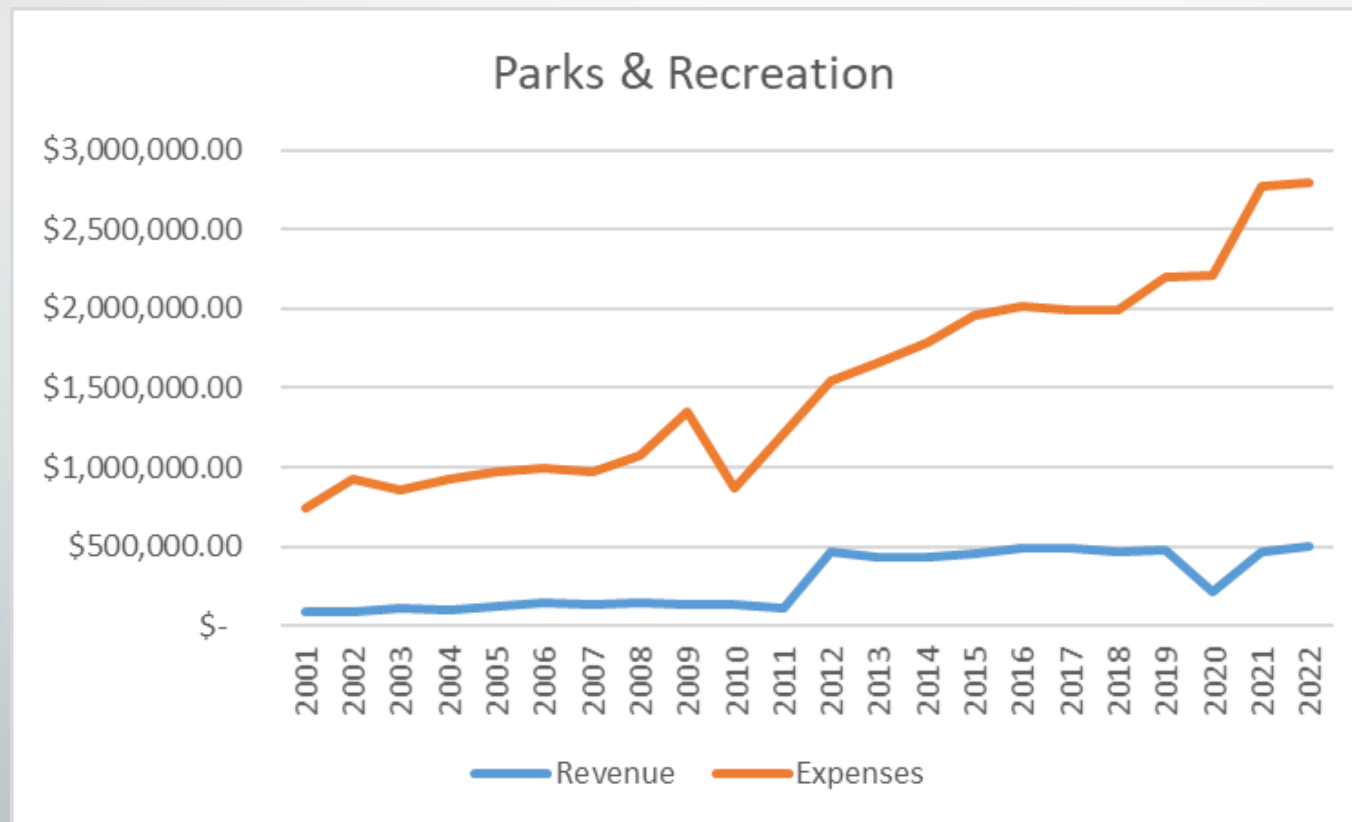
Task 3 – Facilities and Recreation Assessment

- Prioritize Parks, Facilities and Programs
- Capital Improvement Plan
 - Prioritize projects
 - Needs
 - Three Alternatives (sustainable, expanded and visionary)
- Funding and Revenue Strategies
 - Fees and charges options and recommendations • Endowments/Non-profits opportunities for supporting operational and capital costs • Sponsorships to support programs, events, and facilities • Partnerships with public partners, public/not-for-profit partners and public/private partnerships • Dedicated funding sources to support land acquisition and capital improvements • Development agreements to support park acquisition, open space and park and facility development • Earned Income options to support operational costs • Land or facility leases to support operational and capital costs • Identify grant opportunities and resources to construct facilities identified in the Master Plan including suggested timelines

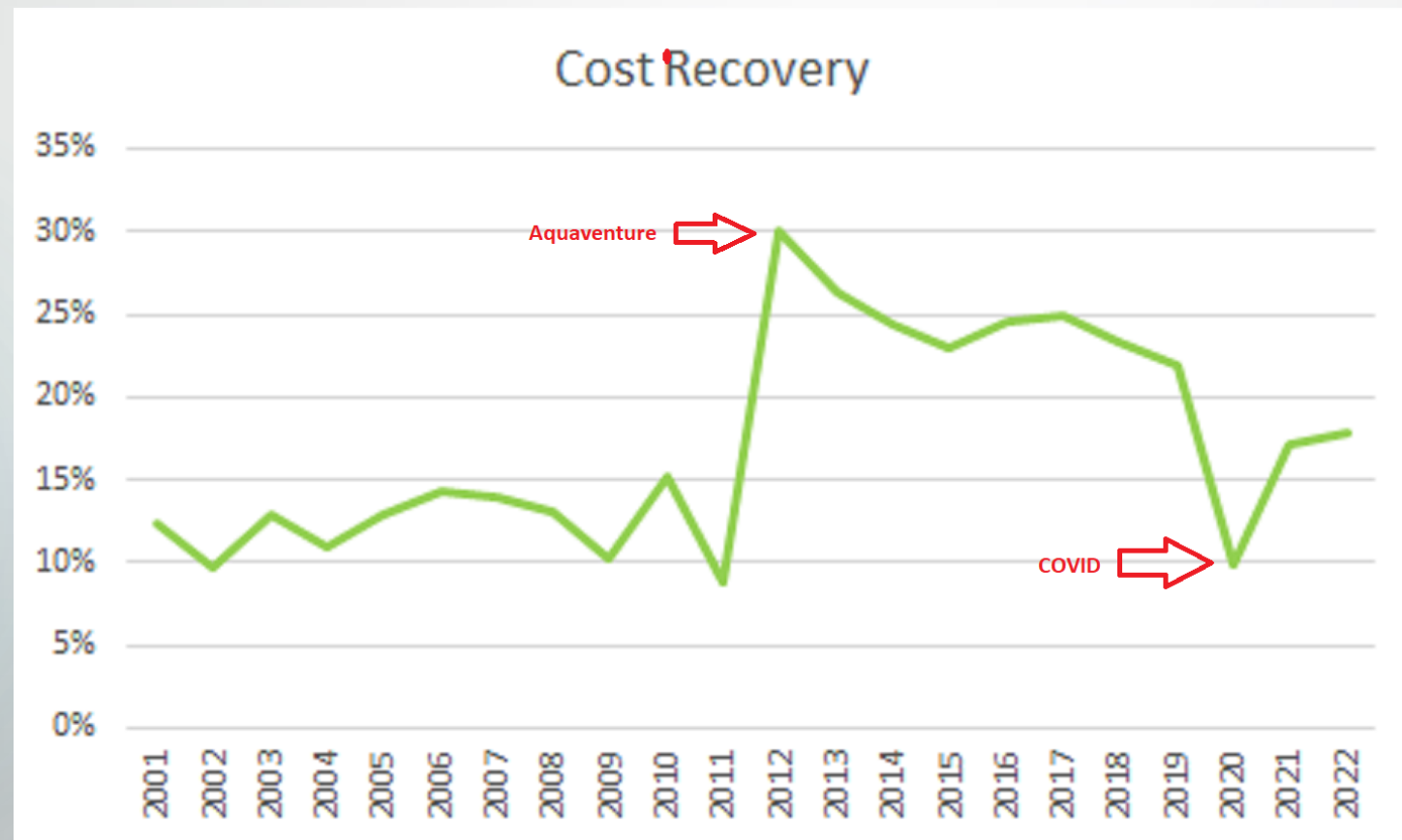
Task 4 – Implementation Plan

- Mission, Vision and Goals
- Strategic Action Plan
 - Objectives
 - Strategy
 - Group Responsible
 - Start Date
 - Performance Measures

Creating a Healthy Parks and Recreation Division



Creating a Healthy Parks and Recreation Division



Benefits

- Fiscally responsible (50% Cost Recovery Goal?)
 - Untapped Revenue (How can we fund improvements and deferred maintenance?)
 - Lower expenses (performance measures, workload requirements)
- Improved facilities
 - Create welcoming parks and recreation facilities (level of service standards)
- Accountability
 - Strategic Action Plan with expected completion dates
- Direction
 - Statistically valid survey/Public Input provides direction for council & staff

AGREEMENT
For
PROFESSIONAL CONSULTING SERVICES
Between
City of Norfolk and
PROS Consulting, Inc.

THIS AGREEMENT made as of _____, 2022 and between the City of Norfolk, a Municipal Corporation (hereinafter called CITY) and PROS Consulting, Inc., an Indiana S-Corporation specializing in consulting services (hereinafter called CONSULTANT). This contract is for Professional Consulting Services for the *City of Norfolk Parks and Recreation Master Plan* (hereinafter called PROJECT) as described in EXHIBIT A.

Chapter I. Employment of Consultant

The CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to furnish consulting services in connection with the PROJECT as stated in Section II following, and for having rendered such services the CITY agrees to pay to the CONSULTANT compensation as stated in Chapter V following.

Chapter II. Character and Extent of Services

The Professional Services to be rendered by Consultant shall be performed as described in EXHIBIT A.

Chapter III. Authorization of Services

No professional services of any nature shall be undertaken by the CONSULTANT under this agreement until he has received authorization from the CITY.

Chapter IV. Period of Service

This AGREEMENT shall be effective upon execution by the CITY and the CONSULTANT and shall remain in force until terminated under the provisions hereinafter provided in Chapter VII or the CONSULTANT completes the work as provided in Chapter IX or whichever occurs first.

Chapter V. The Consultants' Compensation

For and in consideration of the services to be rendered by the CONSULTANT, the CITY shall pay, and the CONSULTANT shall receive the compensation hereinafter set forth for the Tasks as described in Exhibit A, Scope of Services. Compensation shall be \$90,620, not including optional items, for tasks as presented in Exhibit A, Scope of Services. Compensation includes reimbursables and expenses related to travel and other incidentals. CONSULTANT shall submit monthly statements for services rendered paid within 30 days, based on percentage of major work elements completed as identified in the Scope contained in EXHIBIT A attached to and made part of this contract.

Chapter VI. Ownership of Documents

All work performed by the CONSULTANT pursuant to this agreement shall be deemed to be owned by the CITY and, to the extent applicable, the CONSULTANT hereby conveys to the CITY all right, title, and interest in and to the final work product. Work product means any and all plans, specifications, drawings, designs, models, ideas, reports, software programs and the object code, source code,

reports and executables related thereto. Should this agreement be terminated, any and all work products and electronic files will be delivered to the CITY upon completion of payment provided in Chapter V. All work product will be updated and delivered to the CITY on a regular basis.

Chapter VII. Termination

CITY may terminate this contract at any time by notice, in writing, to CONSULTANT. If the contract is terminated by CITY, as provided herein, CONSULTANT shall be compensated for actual work performed to the date of such notification. Upon delivery of such notice by the CITY to the CONSULTANT, the CONSULTANT shall discontinue all services in connection with the performance of the AGREEMENT and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the AGREEMENT. The CONSULTANT shall submit a statement of billing within 30 days of receipt of notice to terminate from CITY, showing in detail the services performed under the AGREEMENT less such payments on account of the charges as have been previously made.

Chapter VIII. Successors and Assignments

CITY and CONSULTANT each binds itself and its successors, agents, employees, and assigns to the other party of this contract and to the successors, agents, employees, and assigns of such other party in respect to all, covenants of this contract. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be in a party hereto. CONSULTANT shall not assign this agreement to the successors, agents, employees, and assigns without prior approval of the CITY.

Chapter IX. CITY Indemnified

The CONSULTANT shall hold harmless, defend and indemnify the CITY from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which results from a negligent act, error, or omission of the CONSULTANT or any person employed by the CONSULTANT. The CONSULTANT shall also save harmless the CITY from any and all expenses, including attorney fees which might be incurred by the CITY in litigation or otherwise resisting said claim or liabilities which might be imposed on the CITY as the result of such activities by the CONSULTANT, his agents, or employees.

Chapter X. Professional Liability Insurance

CONSULTANT shall maintain, in force, during the period of this contract, Professional Liability Insurance (errors and omissions insurance) in compliance with the attached insurance checklist as depicted in Exhibit B. Simultaneously with execution of this contract, CONSULTANT shall furnish to CITY, a certificate of insurance showing aforesaid coverage of CONSULTANT, as well as CITY named as insured.

Chapter XI. Services by CITY

CITY shall perform the following services related to PROJECT. Make available to CONSULTANT information and data pertinent to the assignment including previous reports and any other data relative thereto. Provide reasonable access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform its services under this agreement. Furnish CITY'S own legal, accounting, financial, and insurance counseling services as may be required for the PROJECT. Designate an individual to act as CITY'S representative with respect to the services

to be performed under this agreement. Said person shall have the authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect the PROJECT, and other matters pertinent to the services covered by this agreement.

Chapter XII. E-Verify

CONSULTANT is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Chapter XIII. Title VI Non-Discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Chapter XIV.

Chapter XV. Miscellaneous

For the purposes of this AGREEMENT, all written correspondence shall be directed to the addresses listed below:

<p>CITY: Nathan Powell, CPRE Director Parks and Recreation Dept. City of Norfolk 309 N 5th St. Norfolk, NE 68701</p>	<p>CONSULTANT: Leon Younger President PROS Consulting, Inc. 35 Whittington Dr., Suite 300 Brownsburg, IN 46112</p>
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IN TESTIMONY of which this instrument is executed on behalf of the above-named CONSULTANT, it has been executed on behalf of CITY, on the day and year first above written.

Signed:

<p>City of Norfolk By: _____ Printed Name: _____ Title: _____ Date: _____</p>	<p>PROS CONSULTING, Inc. By: <i>Leon Younger</i> Printed Name: Leon Younger Title: President Date: 11/15/2022</p>
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Exhibit A

Project Understanding

The City of Norfolk Parks and Recreation Department (“Department”) has a strong commitment to provide parks, trails, and recreational service programs for residents and visitors. The Department also partners with many community and state organizations to bring new, exciting ideas into its programming to enhance the community’s quality of life. As such, the Department is seeking professional services to prepare a *Parks and Recreation Comprehensive Master Plan* (“Master Plan”) to provide a vision for the future. Key components of the Comprehensive Master Planning process will be research, public involvement, and the development of recommendations for all aspects of Department parks and recreation activities with a focus on facilities and capital improvements.



PROS Consulting, headquartered in Indianapolis, but with experience in park planning in Nebraska as well as throughout the Midwest and nationally, will lead the effort with support from Confluence, our longtime partner in the region with offices in Omaha, NE and Sioux Falls, SD among others.

The Department desires a Comprehensive Master Plan that will align new investments with a strong community-driven mission and vision that integrates the City’s strong pursuit of park and recreation activities to the community. The outcome will be a Comprehensive Master Plan that will be heavily used as a resource for future development and redevelopment of the Department’s parks, recreation programs, and facilities. The Comprehensive Master Plan will:

- **Engage the community**, leadership and stakeholders through innovative public input means to build a shared vision for parks, recreation programs, and facilities in Norfolk.
- **Utilize a wide variety of data sources, including a statistically-valid survey**, and best practices to predict trends and patterns of use and how to address unmet needs in Norfolk.
- **Determine unique Level of Service Standards** to develop appropriate actions regarding recreation programs and facilities that reflects the City’s strong commitment in providing high quality recreational activities for the community.
- **Shape financial and operational preparedness** through innovative and “next” practices to achieve the strategic objectives and recommended actions.
- **Develop a dynamic and realistic strategic action plan** that creates a road map to ensure long-term success and financial sustainability for the Department’s parks, recreation programs, and facilities, as well as action steps to support the family-oriented community and businesses that call Norfolk home.

The foundation of the Consulting Team’s approach is a creative and comprehensive public participation process. It is very important to not only to engage those who typically participate in the planning process, but also those who do not. We will identify opportunities that engage people through a variety of community input processes. The information derived by the public’s participation in key leadership meetings, focus group meetings, public forums, and surveys is important. However, it is equally important that the information received is applied to the overall planning process to accurately articulate the true unmet needs, address key issues and provide the greatest



recommendations and strategies to move the City's parks and recreation services forward for optimum results.

The PROS Consulting Team proposes to utilize its Community Values Model™ as the foundation of the *Comprehensive Master Plan*. The Community Values Model™ is an innovative process to utilize comprehensive public input and insight in a meaningful way. Input, guidance and values from key community leaders, stakeholders, and the general public are used to create overall guiding principles and values of the community related to the delivery of services. The Community Values Model™ is then used as the basis for developing or reaffirming the vision, mission and strategic objectives for the plan. The strategic objectives address six unique areas of Master Planning including:

Community Mandates/ Priorities

Safety & Health/Wellness
Mandatory elements for Facilities, Programs, & Services
Principles of Community



Financial/ Revenue



Funding Mechanisms to Support Operations & Capital

Levels of Service

Levels of Service Delivery
Core Services
Role in Delivery vs. Other Service Providers



Partnerships

Public/ Public
Public/ Not-for-Profit
Public/ Private



Standards



Programs & Facilities
Maintenance & Operations
Land & Open Space

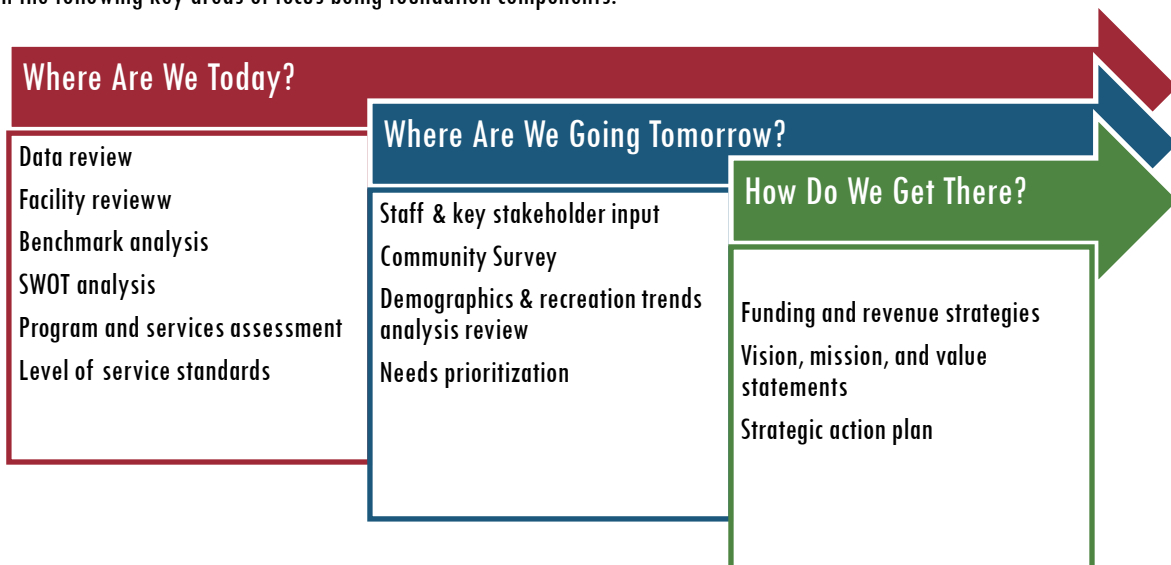
Governance/Organization



Design/ Align Organization to Support Vision and Values to Community

Key Steps in the Process

The Comprehensive Master Plan will create a clear set of objectives that will provide direction to staff, elected officials, and the Recreation Commission Board Members for a short-term, mid-term and long-term range. There are numerous steps in the project, with the following key areas of focus being foundation components.



Project Scope of Work

The Consulting Team proposes a comprehensive planning approach to address the requirements of the Master Plan and will deliver a living and working document that provides guidance for both short-term and long-term goals in a financially sustainable and achievable manner. The following is a detailed approach to develop the master plan related to implementing specific action items.

Task 1 –Project Management, Progress Reporting & Data Review

A. Kick-off Meeting, Data Collection & Project Management – A kick-off meeting should be attended by the key Department staff and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:

- Confirmation – The project goals, objectives, scope, and schedule will be confirmed.
- Outcome Expectations – Discuss expectations of the completed project.
- Communications – Confirmation on lines of communication, points of contact, level of involvement by Department and local leaders, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.
- Data Collection – The Consulting Team will collect, log, and review key data and information to facilitate a thorough understanding of the project background.
- Progress Reporting – The Consulting Team will develop status reports to the Department on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project.
- Prepare database of stakeholders – The Consulting Team will work with the Department who will gather contact information from a variety of sources. This information will be used in the key leadership/focus group interview portion of the Master Plan.
- Site Tour – The Consulting Team will conduct a site tour of all existing recreation assets located within the Department’s boundaries.

Meetings: City review meeting of scope and schedule. The Consulting Team and the Department’s project manager will hold progress meetings via conference call as often as necessary, but no less than once per month until the final plan is approved by the elected officials for the purpose of progress reporting. Lastly, the Consulting Team will complete a progress review of previous planning efforts and will meet with the Department’s project manager at important milestone dates during the planning process, which will be finalized at the kick-off meeting with specific dates outlined.

Deliverables: Finalized scope of work, work schedule with target completion dates, and identification of relevant stakeholders and focus groups. City input of existing planning documents based on the data collection.

Task 2 – Community Profile and Needs Assessment

The Consulting Team will utilize a **robust** public input process to solicit community input on how the recreation system and programs meet the needs of residents into the future. This task is an integral part of the planning process. A wide range of community/participation methods may be utilized with traditional public meetings. The Consulting Team will prepare a community outreach agenda to include the number and types of meetings which will be held. Specific tasks include:

A. Demographic & Recreation Trends Analysis – The Consulting Team will utilize the City of Norfolk’s projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the City of Norfolk and distinguish customer groups.

- To determine changes occurring in the City of Norfolk and the region, and assist in making proactive decisions to accommodate those shifts.
- Provide the basis for Equity Mapping and Service Area Analysis

The demographic analysis will be based on US 2020 Census information, 2021 updated projections, and 5 (2026) and 10 (2031) year projections. The following demographic characteristics will be included:

- Population density; Age Distribution ; Households; Gender; Ethnicity; Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association’s (SFIA) 2021 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

- B. Benchmark Analysis** – A benchmark analysis will completed to compare the City of Norfolk’s parks and recreation system to five (5) other relevant peer agencies. The Consulting Team can work with the Department to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmarked communities.

Agency	Population	Total Acres Owned or Managed	Total Developed Acres	Percentage of Developed Acres	Total Acres per 1,000 Residents
Bloomington	84,067	2,343	2,052	88%	27.88
Valparaiso	32,626	709	556	78%	21.72
Westerville	38,384	596	390	65%	15.53
Columbus	46,690	559	478	86%	11.96
Franklin	72,639	707	704	100%	9.73
Carmel Clay	88,713	553	178	32%	6.23
<i>PRORAGIS Median - Agencies Serving 20,000-49,999 Residents</i>					9.67

- C. Key Leadership/Focus Group Interviews** – The Consulting Team will perform focus groups and key leadership interviews the community to evaluate their vision for recreation in the Norfolk community. Up to six (6) focus group meetings and key leadership interviews and other key leaders (up to 12) will be held over a two-day period. Also, during these interviews/focus groups, the Consulting Team will gain an understanding of the community values, as well as determine the priority for recreation facilities and programming needs of the Department. The following list of potential interviewees will be used to select the final list in conjunction with the Department:

- Norfolk Elected Officials
- Key Business Leaders
- Norfolk Youth Commission Members
- Key Partners/Philanthropic Organizations
- Local school officials
- Users and non-users of the recreation system
- Youth Sports organizations
- Senior Groups
- Other Recreation Providers such as Norfolk County Rec



- D. Public Forums/Workshops** – Public forums will serve to present information and gather feedback from citizens at large. It is important to have initial meetings early in the process and follow-up meetings during the final plan development process. It will be important to get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations. We propose to conduct a total of two (2) public forums: one (1) initial public forum at the project midpoint to introduce the project and project goals, preliminary findings, gain input for the community’s vision and core values

for the recreation system, and one (1) as a final briefing and input opportunity on the draft plan. These meetings would be informal in nature offering the public an opportunity to participate in the planning process and to provide feedback on the proposed options. The purpose for these meetings will be to ensure opportunities for the general public to discuss their priorities and perceptions surrounding the recreation system. The forums will also afford the opportunity to subtly educate the public on the opportunities, benefits, and constraints of the recreation system.



- E. Online Survey** — Also, the Consulting Team will create an online survey administered through www.surveymonkey.com. This survey will be promoted through the Department’s website and promotional mediums to maximize outreach and response rates. These surveys would provide quantitative data and guidance in addition to the stakeholder and focus groups in regards to the recommendations for park amenities, specific programs, facility components, usage, and pricing strategies.
- F. Statistically-Valid Needs Analysis Survey** — The Consulting Team will perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities, and support for system improvements including facility and programming needs of the Department. The Consulting Team will administer a statistically valid random sampling Needs Assessment Survey of household surveys in Norfolk. The survey will be administered by a combination of a mail, online, and phone. Prior to the survey being administered, it will be reviewed and approved by staff. The survey will be mailed to all households in the Department, and ETC Institute will follow-up by e-mail and/or phone. The minimum sample size of 375 completed household surveys at a 95% level of confidence will have a confidence interval of +/- 5%.
- G. Crowd-Sourcing Project Website (OPTIONAL)** — The Consulting Team can develop a customized project website that will provide on-going project updates and will serve as the avenue to crowd-source information throughout the project for the entire community. This could be combined with input through Social Media and could also host videos through a dedicated YouTube Channel and utilize the Town’s website. (E.g., www.planindyparks.com.) It has proven to be a very effective tool in engaging the community on an on-going basis as well as maximize outreach to an audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey.



Meetings: Department review of community meetings agenda. Six focus group meetings, up to twelve community stakeholder meetings, one meeting with Department Parks and Recreation Commission members, and two Community Public Forum Meetings to gather public input. Department review and finalization of electronic survey and a benchmark comparison report.

Deliverables: A Demographic & Recreational Trends Analysis and a Benchmark Report. The Consulting Team will act as professional facilitators to gather information about services, use, preferences and any agency strengths, weaknesses, opportunities and threats. Well organized and directed activities, techniques, and formats will be provided to ensure that a positive, open and proactive public participation process is achieved. Written community meeting report for each meeting will be provided, along with a technical report on the electronic survey findings. Optional crowd-sourcing project website.

Task 3 – Facilities and Recreation Programs Assessment

A. Parks and Facilities Inventory and Assessment – The Consulting Team will complete a park and facility/amenity inventory and assessment. A park and facility tour will be performed with the Operations and Maintenance staff, and Programming staff. The findings from this review will be documented in a prepared data collection form. During this tour, general observation of park and recreation facilities will include:

- Photographs along with text to illustrate key environmental features in the Department service area
- General state and condition
- Compatibility with neighborhoods
- Compatibility of amenities offered throughout the system
- Aesthetics/Design
- Safety/security
- Public access
- Program capacity and compatibility with users
- Partnership opportunities
- Revenue generation opportunities

Analysis will be performed from this review and incorporated into an *Assessment Summary Report*.

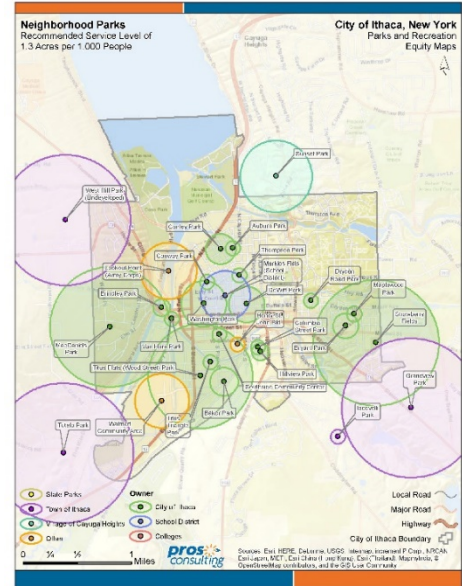
B. Facility Classifications and Level of Service Standards – The Consulting Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team’s national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the Department.



PARKS: 2015 Inventory - Developed Facilities						2015 Facility Standards		2020 Facility Standards		
Park Type	Valpo Parks	Schools	Valpo YMCA	Total Inventory	Current Service Level based upon population	Recommended Service Levels, Revised for Local Service Area	Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed	Meet Standard/ Need Exists	Additional Facilities/ Amenities Needed
Neighborhood Parks	15.50			15.50	0.48 acres per 1,000	2.00 acres per 1,000	Need Exists	49 Acre(s)	Need Exists	51 Acre(s)
Community Parks	147.50			147.50	4.55 acres per 1,000	5.00 acres per 1,000	Need Exists	15 Acre(s)	Need Exists	18 Acre(s)
Regional Parks	122.50			122.50	3.78 acres per 1,000	5.50 acres per 1,000	Need Exists	56 Acre(s)	Need Exists	60 Acre(s)
Special Use Park	270.10			270.10	8.33 acres per 1,000	8.00 acres per 1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
Undeveloped Acres	153.00			153.00	4.72 acres per 1,000	0.00 acres per 1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
Total Park Acres	708.60			708.60	21.84 acres per 1,000	20.50 acres per 1,000	Meets Standard	- Acre(s)	Meets Standard	- Acre(s)
OUTDOOR AMENITIES:										
Picnic Shelters	23.00	-	1.00	24.00	1.00 site per 1,352	1.00 site per 2,500	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Soccer Fields	9.00	0.30	-	9.30	1.00 field per 3,488	1.00 field per 4,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Multi-Purpose Fields (Football, Cricket, Lacrosse, Rugby)	-	4.00	-	4.00	1.00 field per 8,111	1.00 field per 6,000	Need Exists	1 Field(s)	Need Exists	2 Field(s)
Adult Baseball Fields	2.00	-	-	2.00	1.00 field per 16,222	1.00 field per 6,000	Need Exists	3 Field(s)	Need Exists	4 Field(s)
Youth Baseball Fields	4.00	-	-	4.00	1.00 field per 8,111	1.00 field per 5,000	Need Exists	2 Field(s)	Need Exists	3 Field(s)
Softball Fields	6.00	-	-	6.00	1.00 field per 5,407	1.00 field per 6,000	Meets Standard	- Field(s)	Meets Standard	- Field(s)
Basketball Courts	5.00	-	-	5.00	1.00 court per 6,489	1.00 court per 4,000	Need Exists	3 Court(s)	Need Exists	3 Court(s)
Tennis Courts	1.00	7.00	-	8.00	1.00 court per 4,055	1.00 court per 5,000	Meets Standard	- Court(s)	Meets Standard	- Court(s)
Playgrounds	13.00	1.60	1.00	15.60	1.00 site per 2,080	1.00 site per 2,500	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Dog Parks	-	-	-	-	1.00 site per #DIV/0!	1.00 site per 40,000	Need Exists	1 Site(s)	Meets Standard	- Site(s)
Skate Park	1.00	-	-	1.00	1.00 site per 32,443	1.00 site per 40,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Sand Volleyball	-	-	-	-	1.00 site per #DIV/0!	1.00 site per 15,000	Need Exists	2 Site(s)	Need Exists	2 Site(s)
Paved Multi-Use Trails	18.75	-	-	18.75	0.58 miles per 1,000	0.40 miles per 1,000	Meets Standard	- Mile(s)	Meets Standard	- Mile(s)
Unpaved Trails/ Hiking Trails	1.00	-	-	1.00	0.03 miles per 1,000	0.10 miles per 1,000	Need Exists	2 Mile(s)	Need Exists	2 Mile(s)
Spraygrounds	1.00	-	-	1.00	1.00 site per 32,443	1.00 site per 50,000	Meets Standard	- Site(s)	Meets Standard	- Site(s)
Outdoor Pools	-	-	-	-	1.00 site per #DIV/0!	1.00 site per 50,000	Need Exists	1 Site(s)	Need Exists	1 Site(s)
INDOOR AMENITIES:										
Recreation/Gymnasium (Square Feet)	-	12,000.00	7,800.00	19,800.00	0.61 SF per person	2.00 SF per person	Need Exists	45,086 Square Feet	Need Exists	46,532 Square Feet
2015 Estimated Population	32,443									
2020 Estimated Population	33,166									

Notes:
School Inventory is reduced due to public access availability for several amenities.
Central Park Plaza acres is included under Special Use acres.

C. Geographical Analysis through Mapping – The Consulting Team will work with the Department to determine appropriate GIS mapping. The Consulting Team will utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by the Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. This mapping identifies gaps and overlaps in service area. It is assumed that the Department will provide base GIS information including inventory and general location of park sites and amenities. The Consulting Team will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.



D. Recreation Program Analysis (OPTIONAL) – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

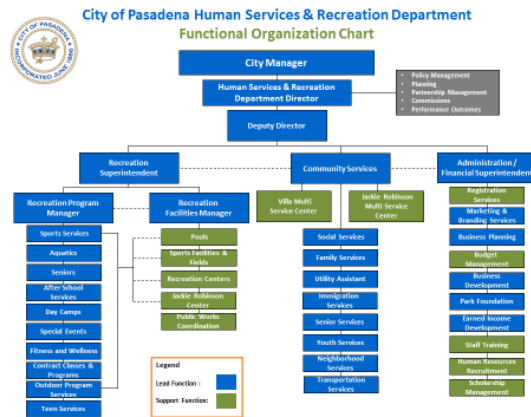
- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus Department efforts in core program areas and create excellence in those programs deemed most important by program participants.



E. Review of Current Maintenance and Operations – The Consulting Team will perform an analysis of the current maintenance and operational practices of the Department to evaluate its operational situation. This analysis will identify Department staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This task will include recommendations in a comprehensive manner. This will include data collection, analysis and on-site observations of key organizational components in the following areas:

- Classification of services
- Administrative delivery
- Maintenance and operating standards
- Organizational design and staffing
- Customer service
- Staffing levels
- Field equipment/resources
- Service contracts
- Workload requirements
- Procedures manuals
- Existing policy and procedures management
- Performance measures and indicators
- Information systems and technology
- Marketing and communications
- Identify and expand partnerships/volunteer support for facilities and services
- Review and suggest new rules and regulations related to parks



This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

F. Prioritized Park and Facility / Program Priority Rankings– The Consulting Team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, program assessment, and the service area mapping into a quantified park and facility / program ranking. This priority listing will be compared against gaps or surplus in facilities and amenities, as well as programs. This will list and prioritize facility, infrastructure, amenities, and program needs for the recreation system and **provide guidance** for the Capital Improvement Plan. The analysis will include probable future recreation facilities, as well as program needs based on community input, as well as state and national user figures and trends. The Team will conduct a work session with the Department to review the findings and make revisions as necessary.

Facility	Overall Rank
Outdoor swimming pool/family aquatic center	1
Connected walking & biking trails	2
Nature center & trails	3
Indoor swimming pools/leisure pool	4
Small neighborhood parks	5
Off-leash dog park	6
Indoor ice arena	7
Multi-generational community center	8
Senior center	9
Indoor running/walking track	10
Indoor fitness & exercise facilities	11
Youth soccer fields	12
Greenspace & natural areas	13
Outdoor ice arena	14
Outdoor tennis courts	15
Indoor lap lanes for exercise swimming	16
Youth baseball & softball fields	17
Skateboarding park	18
Playground equipment	19
Adult softball fields	20
Outdoor basketball courts	21
Indoor sports fields (baseball, soccer, etc.)	22
Large community parks	23
Indoor basketball/volleyball courts	24
Disc golf	25
Spraygrounds	26
Youth football fields	27

G. Capital Improvement Plan – It is recommended that the Department develop a three-tier capital improvement plan that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- The **Sustainable Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and lifecycle replacement of assets and amenities within the existing parks system. The

intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the Department to maintain high quality services.

- The **Expanded Services Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of Norfolk residents that would require additional operational or capital funding. In coordination with City’s financial department, the Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the *Master Plan*, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private

H. Funding and Revenue Strategies – Funding strategies will be developed based in part to our review and analysis of the facilities as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the Master Plan based on the community values. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct facilities identified in the Master Plan including suggested timelines

Meetings: Review of Department provided inventory and condition information. Tour of existing facilities/properties for the purposes of assessment of facilities. Park classification and design standards review discussion. Also, meeting on appropriate mapping method desired. Initial meeting with Department to provide information regarding current program offerings, as well as follow up to present findings and recommendations. Rank and prioritize demand and opportunities. Capital Improvement discussion, as well as funding and revenue strategies

Deliverables: Facility Analysis / Assessment Report. Level of Service Standards and GIS Mapping. Programs and Services Assessment Report. Rank and Prioritize demand and opportunities. Capital Improvement Plan and funding and revenue strategies.

Task 4 – Implementation Plan & Comprehensive Master Plan Development

The Master Plan will be framed and prepared through a series of workshops with the Department. The overall vision and mission statements will be affirmed or modified, and direction for the Department will be established along with individual action strategies that were identified from all the research work completed. Specific tasks include:

- Develop Vision, Mission and Goals/Objectives** – The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.
- Strategic Action Plan** - Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, and priorities/timelines. These strategies will be classified as short-term, mid-term or

long-term strategies and priorities. This will be reviewed with the Department in a half-day workshop. The Consulting Team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:

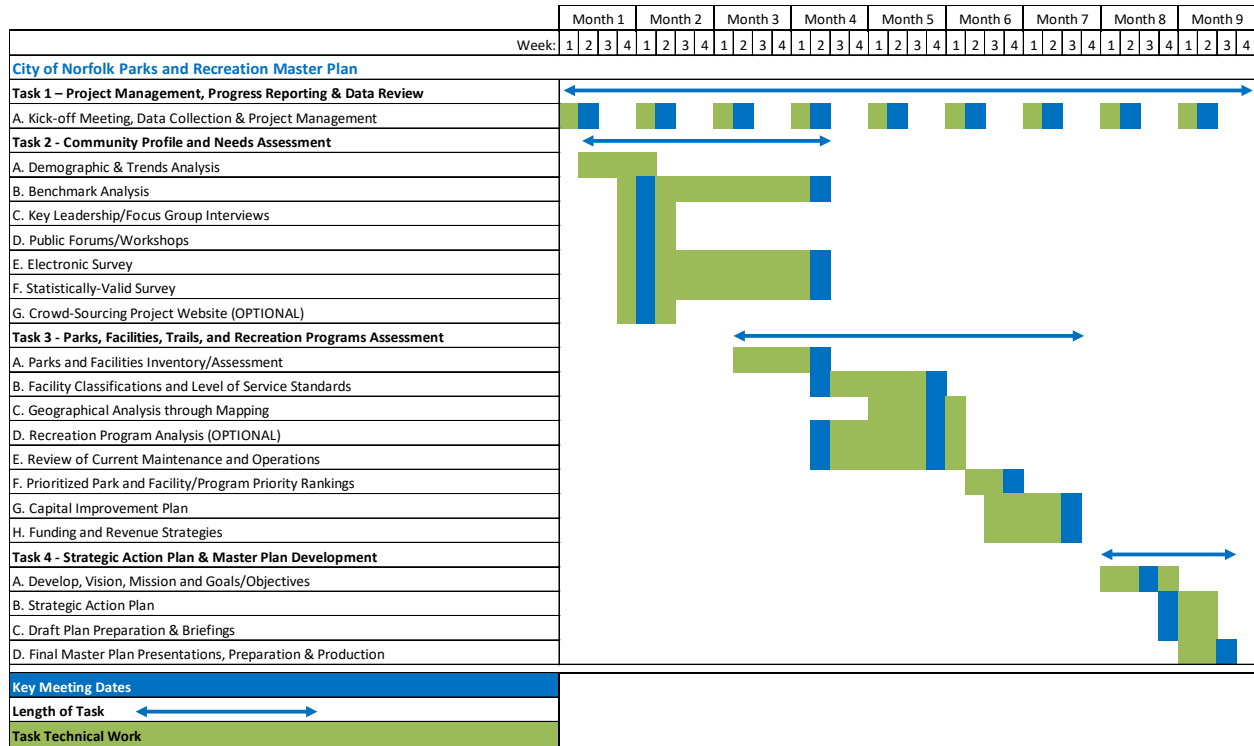
- **Park Development and Improvements** – Recommendations that provide for short and long-term enhancement of park development, improvements, and land acquisition in the City.
 - **Park and Facility Operational Management** – Recommendations that provide for short and long-term enhancement of park and facility operational management practices of the Department.
 - **Programs and Services** – Recommendations that provide for short and long-term development and maintenance of programs and services provided by the Department, including opportunities to improve meeting user needs.
 - **Financial and Budgetary Capacity Development** – Recommendations that provide for short and long-term enhancement of the financial and budgetary capacity of the Department related to facilities and lands.
 - **Policies and Practices** – Specific policies and practices for the Department that will support the desired outcomes of this Master Plan will be detailed.
- C. Draft Report Preparation and Briefings**– The Consulting Team will prepare a draft Master Plan with strategies taking into account all analyses performed and consider the fiscal and operational impacts to the Department. One electronic copy for public information. A presentation of the draft report will be completed to the City Council.
- D. Final Master Plan Presentations, Preparation, and Production** – Upon comment by City Council, as well as the community, the Consulting Team will revise the Draft Master Plan to reflect all input received. Once the draft Master Plan is approved by the City Council, the Consulting Team will prepare a final summary report and present to the Department for final approval and adoption. The final plan will be prepared with a Summary Report delivered along with associated appendices (technical reports).

Meetings: Meetings with the Department on vision/mission and workshop on strategic action plan. Presentations to the City Council (one during the draft master plan and one for the adoption of the final Master Plan). The Consulting Team will meet with Department for review of changes.

Deliverables: Deliverables will be the following:

- The Master Plan must include written goals, plans, objectives, and policy statements that articulate a clear vision and “road map” for the Department’s future
- A summary of existing conditions, inventories and Level of Service analysis
- Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences
- An Action Plan
- A minimum of two (2) meetings with the Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan
- A color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the Department’s software
- A color version of the final Executive Summary consisting of one (1) printed copy and an electronic version in a format compatible with the Department’s software

Preliminary Schedule



Proposed Fees

Task	Budget
Task 1 – Project Management, Progress Reporting & Data Review	
A. Kick-off Meeting, Data Collection & Project Management	\$ 5,700.00
Task 2 - Community Profile and Needs Assessment	
A. Demographic & Trends Analysis	\$ 2,340.00
B. Benchmark Analysis	\$ 2,860.00
C. Key Leadership/Focus Group Interviews	\$ 6,440.00
D. Public Forums/Workshops	\$ 4,960.00
E. Electronic Survey	\$ 1,900.00
F. Statistically-Valid Survey	\$ 11,620.00
G. Crowd-Sourcing Project Website (OPTIONAL)	\$ -
Task 3 - Parks, Facilities, Trails, and Recreation Programs Assessment	
A. Parks and Facilities Inventory/Assessment	\$ 7,940.00
B. Facility Classifications and Level of Service Standards	\$ 4,360.00
C. Geographical Analysis through Mapping	\$ 3,140.00
D. Recreation Program Analysis (OPTIONAL)	\$ -
E. Review of Current Maintenance and Operations	\$ 7,180.00
F. Prioritized Park and Facility/Program Priority Rankings	\$ 3,960.00
G. Capital Improvement Plan	\$ 3,220.00
H. Funding and Revenue Strategies	\$ 3,220.00
Task 4 - Strategic Action Plan & Master Plan Development	
A. Develop, Vision, Mission and Goals/Objectives	\$ 740.00
B. Strategic Action Plan	\$ 5,200.00
C. Draft Plan Preparation & Briefings	\$ 7,020.00
D. Final Master Plan Presentations, Preparation & Production	\$ 8,820.00
TOTAL PROJECT AMOUNT:	\$ 90,620.00
OPTIONAL ITEMS	
Recreation Program Analysis	\$ 3,720.00
Crowd-Sourcing Project Website	\$ 8,140.00

3yr

Ward 2

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: 4-10-23

NAME: Patrick L. Gerhart

TELEPHONE: 402-321-8338 (H)

ADDRESS: 3006 Dover Dr. Norfolk NE 68701 (O)

E-MAIL ADDRESS: patrick.gerhart@gmail.com

OCCUPATION: Banker
(If retired, please indicate former occupation or profession.)

EDUCATION: B.A. - University of Northern Colorado

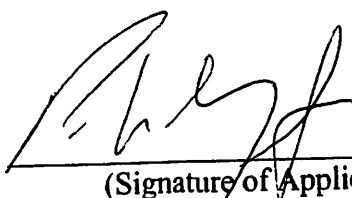
PROFESSION AND/OR COMMUNITY ACTIVITIES: Den Leader - Pack 124,
Fmr. Chair of Newnan Grove Tree Board, Fmr. Chair Newnan
Grove Community Club,

Please return this form to:

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

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

- Arts Council
- 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
- Land Bank Board
- Library Advisory Board
- Parks & Recreation Board
- Planning Commission
- Plumbing Board
- Property Tax Compliance and Review & 5% LID Committee
- Riverfront Overlay Review Board
- Trail Advisory Board
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- Vehicle Parking Dist. Advisory Board


(Signature of Applicant)

3 yr

Ward 1

CITY OF NORFOLK

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(Please type or print clearly)

DATE: 04/12/2023

NAME: Austin Truex

TELEPHONE: (402) 851-1970 (H)

ADDRESS: 1002 North 7th Street Norfolk, NE 68701

(402) 302-1704 (O)

E-MAIL ADDRESS: austintruex@gmail.com

OCCUPATION: Egypt Escape Rooms, Owner; Northeast Community College, AmeriCorps Fellow
(If retired, please indicate former occupation or profession.)

EDUCATION: B.S. Organizational & Relations / Communication, Emphases in Tourism/Events, Minor in History
Business Administration

PROFESSION AND/OR COMMUNITY ACTIVITIES: Riverfront History/Fork Projects,

Growing Together Northeast Nebraska, 1 Million Cups Norfolk,

Elkhorn Valley Museum and Research Center, River Bins Creative District

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(Signature of Applicant)

3 yr

Ward 4

CITY OF NORFOLK

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(Please type or print clearly)

DATE: 4/14/22

NAME: Melissa Temple

TELEPHONE: (765) 278-5172 (H)

ADDRESS: 403 W Norfolk Ave, Suite 201

_____ (O)

E-MAIL ADDRESS: melissa.c.temple@gmail.com

OCCUPATION: K-12 Educator/ Self-Employed with Temple Educational Services
(If retired, please indicate former occupation or profession.)

EDUCATION: BS K-12 Exceptional Needs Education; MSJ Social Justice; MA (ABD) Leadership/Innovation; MACEF Ecology and Women/Gender; M.Div Ethics, Political Theology, and Pastoral Care.

PROFESSION AND/OR COMMUNITY ACTIVITIES: LENRD Board of Directors (subdistrict 3)

Norfolk Area Diversity Council, Norfolk Connect, Norfolk Community Theater, Norfolk YMCA

Gymnastics Coach, Fellow with the Fellowship at Auschwitz for Professional Ethics (FASPE),

Candidate for Ordination (PCUSA) with Presbytery of the Cascades

Please return this form to:

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(Please Check)

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

- (X) Arts Council
- () Board of Zoning Adjustment
- () Building Code of Appeals/Property Maintenance Board of Appeals
- (X) Civil Service Commission
- (X) Community Beautification Task Force
- () Fire Code Appeals Board
- (X) Housing Authority Board
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- (X) Library Advisory Board
- (X) Parks & Recreation Board
- (X) Planning Commission
- () Plumbing Board
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- (X) Trail Advisory Board
- (X) Tree Advisory Board
- () Vehicle Parking Dist. Advisory Board

Melissa Temple
(Signature of Applicant)

2 yr

Ward 4

CITY OF NORFOLK

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(Please type or print clearly)

DATE: 4/20/2023

NAME: Jerrett Mills

TELEPHONE: 402/750/1372 (H)

ADDRESS: 1010 S. 4th St., Norfolk

_____ (O)

E-MAIL ADDRESS: jimills1994@hotmail.com

OCCUPATION: Northeast Community College Athletic Director
(If retired, please indicate former occupation or profession.)

EDUCATION: Bachelor's - Mass Communication; Bachelor's - Journalism; Master's - Educational Policy + Administration

PROFESSION AND/OR COMMUNITY ACTIVITIES: I supervise eight athletic

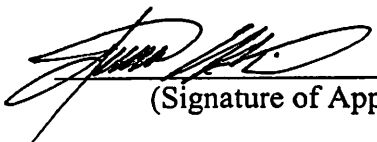
programs & coaches; including budgets. Teammates Mentor, Norfolk Steel Baseball Board, Norfolk Rotary Club. Proud Norfolkian - born & raised.

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(Signature of Applicant)

2 yr

Ward 2

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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(Please type or print clearly)

DATE: 4-11-23

NAME: Bill Robinson

TELEPHONE: 402-640-5411 (H)

ADDRESS: 2805 Westview Dr.

402-640-5411 (O)

E-MAIL ADDRESS: bill.robinson5@yahoo.com

OCCUPATION: School Administrator (If retired, please indicate former occupation or profession.)

EDUCATION: Ph.D. (UNL) MA (UNL) MA (Concordia) BS (Concordia)

PROFESSION AND/OR COMMUNITY ACTIVITIES:

Assoc. Supt. (NPS) / Served as president? Campaign chair United Way, Served on YMCA board, Served as president Norfolk Country Club

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Norfolk, NE 68701

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[Signature]
(Signature of Applicant)

2-yr

Ward 4

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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(Please type or print clearly)

DATE: 4/5/23

NAME: Becki Wulf

TELEPHONE: 402-640-4573(H)

ADDRESS: 902 S. Pine St (O)

E-MAIL ADDRESS: becki.wulf@gmail.com

OCCUPATION: Retired teacher Norfolk Senior High (If retired, please indicate former occupation or profession.)

EDUCATION: Masters of Education - Wayne State College

PROFESSION AND/OR COMMUNITY ACTIVITIES: Mercy Meals Board of Directors, Volunteer at Northeast NE Animal Shelter, Board of Directors Elkhorn Valley Museum 2016-2020

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Norfolk, NE 68701

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Becki Wulf
(Signature of Applicant)

1 yr

CITY OF NORFOLK

Ward 2

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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(Please type or print clearly)

DATE: March 4, 2023

TELEPHONE: 402 649 7609(H)

NAME: Ann Dover

ADDRESS: 3211 Dover Drive

E-MAIL ADDRESS: anndover@doversite.com

OCCUPATION: real estate
(If retired, please indicate former occupation or profession.)

EDUCATION: University of Iowa

PROFESSION AND/OR COMMUNITY ACTIVITIES:

Norfolk Board of Realtors (BOT)

Norfolk Homebuilders

Please return this form to:

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



Ann Dover
GRI, ABR
Vice President, Sales Associate
Cell: 402-649-7600
Office: 402-371-0200
Fax: 402-371-7003
anndover@doversite.com



DOVER REALTORS
1000 W Norfolk Ave
Norfolk, NE 68701
www.doversite.com

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

- Arts Council
- Board of Zoning Adjustment
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Ann Dover
(Signature of Applicant)

146

Ward 2

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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(Please type or print clearly) DATE: 4/4/2023
NAME: Terry Rasmussen TELEPHONE: 402-750-0012 (H)
ADDRESS: 1206 N 27th St; Norfolk 402-644-0298 (O)
E-MAIL ADDRESS: terry@terryras.com

OCCUPATION: Nucor: Engineer; Seven Count Spirits: Production Mgr.
(If retired, please indicate former occupation or profession.)

EDUCATION: BS Metallurgical Engineering

PROFESSION AND/OR COMMUNITY ACTIVITIES:

Rotary Member, Previously on the Riverfont Development Board,

Please return this form to:

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[Handwritten Signature]
(Signature of Applicant)

141

Ward 3

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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(Please type or print clearly) DATE: 4/4/23

NAME: Angie Bailey TELEPHONE: 402 500 9430 (H)

ADDRESS: 212 S. 15th St. Norfolk (O)

E-MAIL ADDRESS: angela.n.bailey@gmail.com

OCCUPATION: IT
(If retired, please indicate former occupation or profession.)

EDUCATION: Bachelor's degree in Paralegal Studies

PROFESSION AND/OR COMMUNITY ACTIVITIES: Norfolk Area
Pride - Secretary (7/2020 - current)

Please return this form to:

Office of the Mayor
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Norfolk, NE 68701

- I am interested in serving on the:
(Please Check)
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 - Riverfront Overlay Review Board
 - Trail Advisory Board
 - Tree Advisory Board
 - Vehicle Parking Dist. Advisory Board

Angie Bailey
(Signature of Applicant)

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK
ANNUAL TAX INCREMENT FINANCING (TIF) REPORT TO GOVERNING BODIES
For the 2022 Calendar Year

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<u>PROJECT</u>	<u>DATE APPROVED</u>	<u>ESTIMATED PROJECT COST</u>	<u>INITIAL PROJECTED VALUATION</u>	<u>ASSESSED VALUATION 1/1/2022</u>
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19 TIF PROJECTS APPROVED PRIOR TO 2022:

Big Game, LLC	12/3/2012	\$1,100,000	\$1,100,000	\$1,187,869
McIntosh Family, LLC	3/2/2015	\$6,785,000	\$7,489,000	\$12,371,895
Skyline Apartments	1/17/2017	\$13,490,244	\$3,300,000	\$1,866,319
DeLay Bank Building	3/20/2017	\$2,328,783	\$1,350,015	\$764,261
SCM 10X Norfolk 1120, LLC	5/15/2017	\$4,998,986	\$2,750,000	\$2,926,425
Fountain Point North Phase I	7/17/2017	\$49,311,087	\$22,549,574	\$24,458,873
Medelmans Lake Phase I	8/21/2017	\$10,000,000	\$8,230,000	\$5,944,920
Ballantyne Buildings	11/6/2017	\$1,181,915	\$846,019	\$279,530
Legacy Bend Phase I (First Addition)	1/16/2018	\$7,135,348	\$6,453,000	\$4,187,607
13th and Omaha Redevelopment Area	3/19/2018	\$8,666,000	\$4,300,000	\$1,499,826
Channel Road Land, LLC	9/17/2018	\$25,961,077	\$20,589,600	\$14,316,896
Legacy Bend Phase II	10/15/2018	\$20,695,041	\$20,695,041	
Nor-Park	3/18/2019	\$19,161,000	\$15,443,740	\$12,893,823
Husker Automotive	11/4/2019	\$7,000,000	\$7,000,000	\$4,963,997
Arbor View	12/16/2019	\$3,331,114	\$3,250,000	\$1,467,421
Grand Theater	4/6/2020	\$1,250,000	\$900,000	\$285,035
BCG Enterprises	5/4/2020	\$1,534,056	\$1,500,000	\$1,257,993
Bradford Business Park - Phase One	9/8/2020	\$29,231,824	\$29,231,824	\$5,886,444
Legacy Bend Phase III (6th Addition)	8/2/2021	\$7,580,000	\$7,580,000	\$34,286

5 NEW TIF PROJECT APPROVED IN 2022:

						<u>MAXIMUM TAX INCREMENT FINANCING</u>		<u>PROJECT AREA</u>
						<u>PROJECT TYPE</u>	<u>FINANCING</u>	
Geary Redevelopment	5/2/2022	\$24,712,736	\$24,401,000	\$409,451	Commercial & Residential	\$4,853,274	Approximately 4.5 acres consisting of all or parts of: Lots 5, 6, 7 & 8 Block 1 and Lots 1 & 2 Block 2 Original Town of Norfolk; Lots 1, 2, 3, 4 & 5 Pilger's Second Addition to Norfolk; Tax Lots 4, 6 & 7 in the SE1/4 SE1/4 of Section 22, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska and some immediately adjacent land.	
Medelmans Lake Phase II	6/6/2022	\$3,083,581	\$10,325,000	\$30,037	Residential	\$1,808,132	Medelmans Lake Subdivision 2nd Addition to the City of Norfolk, 20.36 acres	
Valley View Drive Properties, LLC	6/21/2022	\$9,506,013	\$4,140,000	\$52,964	Residential	\$724,603	River Fork Subdivision 9.3 acres	
Legacy Bend Phase IV	7/18/2022	\$11,096,036	\$6,499,000		Residential	\$1,330,156	PARTS OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW 1/4 NE 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6TH P.M., IN MADISON COUNTY, NEBRASKA CONTAINING 6.51 ACRES	
Wisner West, Inc. Phase I	12/19/2022	\$7,732,886	\$2,750,000		Commercial	\$528,472	Lot 1, Prime Stop Subdivision, Norfolk, Madison County, Nebraska containing 11.55 acres	

TOTALS FOR ALL TIF PROJECTS \$276,872,727 \$212,672,813 \$97,085,872

NOTES FOR 2022 TIF REPORT

- A Total estimated cost of Phase II is \$3,083,581 to create the buildable lots, plus the cost to construct the homes. The cost to construct the homes will vary greatly as a result of market demand and labor/material costs at the time of construction. accordingly, such costs are too speculative to assign a good faith estimate.
- B The assessed valuation and TIF amounts reflect the February 6, 2023 Redevelopment Contract amendment eliminating the provision for a payment in lieu of tax.
- C Legacy Bend Phase II is only partially platted and it is not possible to determine the 1/1/2022 assessed valuation.
- D Wisner West Phase I was not platted as of 1/1/2022 and it is not possible to determine the 1/1/2022 assessed valuation.
- E Legacy Bend Phase IV is not platted and it is not possible to determine the 1/1/2022 assessed valuation.

During 2022 5 new redevelopment projects were approved that will utilize tax increment financing. There were 19 existing projects approved prior to 2021. None of these projects had tax increment financing paid in full in 2022, resulting in 24 total tax increment financing projects at the end of 2022.

At the end of 2022, 27.28% of the City was designated blighted of the maximum 35% allowable under statutes.