

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, May 15, 2023
5:30 p.m.

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, May 15, 2023, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

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

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

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



Brianna Duerst
City Clerk

Publish (May 10, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
May 15, 2023

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

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the May 1, 2023 City Council meeting. **Motion**
8. Keno comparison report for April 2023. **Motion**
9. Consideration of approval of an agreement with Big Bang Boom, Inc., a Nebraska Nonprofit Corporation, and J & M Displays, Inc., an Iowa Corporation, allowing the use of Skyview Park and Ta-Ha-Zouka Park to be used for the purpose of conducting various activities for a 4th of July celebration, including but not limited to a fireworks display, from Tuesday, June 27, 2023 to Tuesday, July 4, 2023. **Motion**

10. Consideration of approval of an agreement with Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, allowing the baseball field in Veterans Memorial Park to hold a Class A Junior Area baseball tournament Friday, July 14, 2023 through Tuesday, July 18, 2023. **Motion**
11. Consideration of Resolution No. 2023-20 approving the final plat for Big Red Keno Subdivision. **Resolution 2023-20**
12. Consideration of Resolution No. 2023-21 appointing Corey Granquist as the City's representative and Justin Snorton as the alternate representative to the Northeast Nebraska Solid Waste Coalition Board. **Resolution 2023-21**
13. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 1- Sports Court and Water Feature. **Motion**
14. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 2- Upper Park Improvements. **Motion**
15. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 3- Park Structures. **Motion**
16. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 4- Park and Trail Lighting and Electrical. **Motion**
17. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 5- Irrigation and Landscaping. **Motion**
18. Consideration of approval to advertise for Request for Qualifications from Design Build and Construction Manager at Risk firms to submit a letter of interest to design and install team lockers at Ta-Ha-Zouka Park. **Motion**
19. Consideration of approval of a Memorandum of Understanding between the City of Norfolk, Nebraska, a Municipal Corporation, and Mobile Home Court MHC LLC, a Delaware Limited Liability Company, for a zoning compliance letter from the City's zoning official in order to obtain a Nebraska State Trailer Dealer's license allowing Mobile Home Court MHC, LLC to buy mobile home trailers at wholesale cost. **Motion**
20. Consideration of approval to ratify an Addendum Agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, amending the agreement dated April 4, 2023, to allow a Cinco de Mayo celebration be held in Riverpoint Square on May 12, 2023. **Motion**
21. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

22. Proclamation to recognize May 15, 2023 as "Law Enforcement Memorial Day" and May 14-May 20, 2023 as "National Police Week".

PUBLIC HEARINGS AND RELATED ACTION

- 23. Public hearing to consider a request from Brooke N. Sherbeck, to consider a zoning change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road.
- 24. Consideration of Ordinance No. 5833 approving a zoning change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road. **Ordinance No. 5833**
- 25. Consideration of Resolution No. 2023-22 approving the final plat of Sherbeck Subdivision. **Resolution 2023-22**
- 26. Public Hearing to consider the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project.
- 27. Consideration of Resolution No. 2023-23 approving the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project. **Resolution 2023-23**

REGULAR AGENDA

- 28. Consideration of approval to award a contract to Knife River Midwest, LLC of Sioux City, IA for the Asphalt Overlays 2023-1 project for an amount of \$1,942,930.75. **Motion**
- 29. Consideration of rejecting the bid received for the 2023 Johnson's Park Improvement Project. **Motion**
- 30. Consideration of approval of Change Order No. 4 with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project resulting in a net increase of \$1,570,905.85. **Motion**
- 31. Consideration of Ordinance No. 5834 amending Section 24-164 of the City Code to restrict parking in the following areas: **Ordinance No. 5834**
 - a. The west and south sides of Ferguson Drive from the intersection of East Bluff Avenue and Ferguson Drive going north and west around the curve 360 feet to where Ferguson Drive meets and transitions into East Pasewalk Avenue.
 - B. The north side of Madison Avenue from the 3rd & Madison Avenue intersection west 153 feet. This is to allow for vehicle traffic to be held in queue for an adjacent drive thru.
- 32. Consideration to enter into an agreement with GeoComm to provide a detailed address point layer for every location in Madison and Stanton Counties as required by the Public Services Commission new standards. **Motion**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
May 15, 2023

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RECOMMENDED ACTIONS

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

CONSENT AGENDA

7. Consideration of approval of the minutes of the May 1, 2023 City Council meeting. **Motion**

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

Keno commissions for April 2023 are \$46,576.20, which is down \$17,937.09 or 27.80% from last April. Year-to-date commissions are down \$67,076.19, or 15.85%.

See Enclosure 8.

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

See Enclosure 9.

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

See Enclosure 10.

11. Consideration of Resolution No. 2023-20 approving the final plat for Big Red Keno Subdivision. **Resolution 2023-20**

See Enclosure 11.

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

Councilman Granquist has served as the City's representative on the Northeast Nebraska Solid Waste Coalition since 2015. Gary L. Jackson was appointed as the City's alternate representative by Resolution No. 2019-55 on October 21, 2019. This resolution replaces Resolution No. 2019-55 and appoints Councilman Granquist as the City's representative and Justin Snorton as the City's alternate representative.

See Enclosure 12.

13. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 1- Sports Court and Water Feature. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project consists of the construction of a combined basketball court and ice rink, a water feature, subgrade prep, concrete, and utilities associated with the two park features including electrical, water, sewer, and storm drain. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

14. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 2- Upper Park Improvements. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project consists of the construction of off street parking, grading, sidewalks, playground surface preparation, and utility service extensions into the upper portion of Johnson's Park. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

15. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 3- Park Structures. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project consists of the construction of picnic shelter pads and foundations, furnish and install picnic shelter, and construction of an amphitheater foundation, stage, sound wall, and to furnish and install the amphitheater structure. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

16. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 4- Park and Trail Lighting and Electrical. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project consists of the installation of electrical conduit and conductors for trail lighting, holiday lighting receptables, picnic shelters, amphitheater, and other items in the park. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

17. Consideration of approval to advertise for bids for the Johnson's Park Improvement Project Bid Package 5- Irrigation and Landscaping. **Motion**

The plans, specifications and engineer's estimate for this project are filed in the City offices. This project consists of the installation of irrigation throughout the park, seeding, and fertilizer, and landscaping throughout the park as identified on the project plans. A bid letting is tentatively scheduled for this spring with Council approval of the lowest responsive and responsible bidder following.

18. Consideration of approval to advertise for Request for Qualifications from Design Build and Construction Manager at Risk firms to submit a letter of interest to design and install team lockers at Ta-Ha-Zouka Park. **Motion**

We are seeking qualified firms to design and install team lockers at Ta-Ha-Zouka Park pending agreements with NPS and NECC. The expected team locker design will include lockers for the home and away teams, one set of

restrooms, ADA sidewalks and ADA parking. If budget allows, the locker rooms will have retractable walls that will open the room into a two-lane batting cage, a second umpire changing room, and a second family restroom. The entire facility will be available year-round.

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

The Memo of Understanding is an option to assist in, hopefully, having more affordable options for residential in the form of new mobile homes. The new owners of Park Mobile Home on Bonita Dr., are requesting a zoning compliance letter, so they may apply for a State Trailer Dealer License. The State trailer dealer license does not limit the purchase and sale of trailers to only mobile homes, but may also sell any other trailer such as 5th wheels, campers, etc.

As a State dealer license is a commercial venture, we have not permitted companies to get a trailer dealer license in residential zoning, which is the R-M, mobile home, zoning. In addition to the commercial use being in residential zoning, the fact that the dealer license is not limited by the State is another factor in why it has not been allowed.

If the city council chooses to approve the memo of understanding in the hopes of more affordable housing and as the MOU is written, it provides city council permission so that I may write the necessary zoning compliance letter. If approved, the letter will specifically call out the limitations the City is putting on the State's, not the City's, dealer license. The MOU would be part of the zoning compliance letter submittal to the State. We spoke with the State prior to this MOU, and the State will not enforce the limitations. They said it would be the City's responsibility to enforce the limitations and file suit on the company, if they are not in compliance at any time with the memo of understanding.

See Enclosure 19.

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

See Enclosure 20.

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

SPECIAL PRESENTATIONS

22. Proclamation to recognize May 15, 2023 as "Law Enforcement Memorial Day" and May 14-May 20, 2023 as "National Police Week".

National Peace Officer's Memorial Day is May 15th as established in 1962 by President Kennedy. The week of Peace Officer's Memorial Day is known as National Police Week as established by a joint resolution of Congress.

This proclamation is to recognize the efforts of local police officers.

See Enclosure 22.

PUBLIC HEARINGS AND RELATED ACTION

23. Public hearing to consider a request from Brooke N. Sherbeck, to consider a zoning change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road.

See Enclosure 23.

24. Consideration of Ordinance No. 5833 approving a zoning change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road.

Ordinance No. 5833

See Enclosure 24.

25. Consideration of Resolution No. 2023-22 approving the final plat of Sherbeck Subdivision.

Resolution 2023-22

See Enclosure 25.

26. Public Hearing to consider the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project.

On January 17, Phillip Avenue Apartments, LLC submitted a TIF application for property located at the NE corner of Phillip Avenue and 5th Street. On February 21, the Economic Development Subcommittee reviewed the application and voted unanimously to move forward with acceptance of a Redevelopment Plan for this project. On April 3 the Community Development Agency accepted the Redevelopment Plan and forwarded it to the Planning Commission for recommendation. The Planning Commission held a hearing on

this redevelopment plan at their April 18 meeting, and recommended approval of the plan on a 7-0 vote. On May 1, the Agency voted unanimously to recommend approval of the Redevelopment Plan to the City Council.

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

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

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

See Enclosure 26.

27. Consideration of Resolution No. 2023-23 approving the Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project. **Resolution 2023-23**

See Enclosure 27.

REGULAR AGENDA

28. Consideration of approval to award a contract to Knife River Midwest, LLC of Sioux City, IA for the Asphalt Overlays 2023-1 project for an amount of \$1,942,930.75. **Motion**

The Asphalt Overlays 2023-1 project includes North Victory Road from Benjamin Avenue north approximately 2678', East Monroe Avenue from 4th Street east approximately 4100', Vehicle Parking District Parking Lots,

Madison Avenue from 1st Street to 7th Street, Norfolk Avenue from 7th Street to 9th Street, 5th Street center lane, Blaine Street by Hy-Vee East, and E. Benjamin Avenue at Flood Control. On April 18, 2023 two bids were received. The other bidder was Grimes Asphalt & Paving of Des Moines, IA for an amount of \$2,154,195.85. The low bid was within 6.4% of the Engineer's estimate. Staff recommend approval of a contract with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project for an amount of \$1,942,930.75. Engineer's estimate was \$1,826,717.00.

See Enclosure 28.

29. Consideration of rejecting the bid received for the 2023 Johnson's Park Improvement Project. **Motion**

The 2023 Johnson's Park Improvement project includes site clearing, grading (borrow needed), storm sewer, on-street parking, trail paving, water feature, ice rink, pedestrian bridge, lighting, park features and seeding and erosion control. On April 6, 2023 the City received one bid for the project and it was substantially over the engineer's estimate. The Engineer and staff are working to break out the project into several smaller bid packages and re-bid the project, along with structuring a change order to the contractor working on the adjacent project.

30. Consideration of approval of Change Order No. 4 with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project resulting in a net increase of \$1,570,905.85. **Motion**

On March 7, 2022, Mayor and City Council approved a \$9,337,720.71 contract with United Contractors, Inc. for the 1st Street Bridge and Instream Improvements project. On September 6, 2022, Change Order No. 1 for installation of sheet pile cut off walls at instream structures 1 thru 7 was approved resulting in a new contract amount of \$9,448,800.71. On November 7, 2022, Change Order No. 2 for changes in quantities for directional boring, light poles, and changes to Structure 8 was approved resulting in a new contract amount of \$9,424,194.80. On February 6, 2023, Change Order No. 3 for modifications to drop structures #1 and #2 combining the two structures into one structure was approved resulting in a new contract amount of \$9,320,714.80. Change Order No. 4 provides for Johnson's Park removals, grading, drainage, paving and trails (including the pedestrian bridge) resulting in a net increase of \$1,570,905.85. Staff recommend approval of Change Order No. 4 with United Contractors, Inc. resulting in a new contract amount of \$10,891,620.65.

See Enclosure 30.

31. Consideration of Ordinance No. 5834 amending Section 24-164 of the City Code to restrict parking in the following areas:

a. The west and south sides of Ferguson Drive from the intersection of East Bluff Avenue and Ferguson Drive going north and west around the curve 360 feet to where Ferguson Drive meets and transitions into East Pasewalk Avenue.

B. The north side of Madison Avenue from the 3rd & Madison Avenue intersection west 153 feet. This is to allow for vehicle traffic to be held in queue for an adjacent drive thru.

Ferguson Drive:

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

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

Madison Avenue:

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

Norfolk Police reviewed the area and agree the no parking zone is necessary to maintain flow of vehicles on Madison Avenue.

See Enclosure 31.

32. Consideration to enter into an agreement with GeoComm to provide a detailed address point layer for every location in Madison and Stanton Counties as required by the Public Services Commission new standards.

Motion

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

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

Our quote to provide mapping for Madison and Stanton Counties (our 911 area) is a \$45,812 one-time fee. We still have the normal subscription fees we currently pay. The payment is not due until complete which is expected to be 6-7 months and will be included in our regular budget process. This will be paid 100% with Wireless 911 funds that are already set aside for dispatch related expenses. This is relevant since Norfolk Dispatch now received all the Wireless funds for Madison and Stanton Counties after joining dispatch centers.

See Enclosure 32.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 1st day of May, 2023, beginning at 5:30 p.m.

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

Staff members present were: City Administrator Andy Colvin, City 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, Parks and Recreation Director Nathan Powell, Water and Sewer Director Chad Roberts, Housing Director Gary Bretschneider, Assistant City Engineer Anna Allen, Economic Development Director Candice Alder, Communications Manager Nick Stevenson, City Planner Val Grimes, and Police Chief Don Miller.

The Mayor presided and the City Clerk recorded the proceedings.

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

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

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

Agenda Motions

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

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

Consent Agenda Items Approved

Minutes of the May 1, 2023 City Council meeting

April sales tax report (February sales)

Keno comparison report for March 2023

Christian Cross, Inc., a Nebraska Nonprofit Corporation, and Fly By Night Fireworks, L.L.C., agreement 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)

Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, agreement 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

Norfolk Youth Baseball, Inc., a Nebraska Nonprofit Corporation, agreement 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

Rotary Club of Norfolk, a Nebraska Nonprofit Corporation, agreement 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)

Daniel R. and Nancy E. Moore agreement allowing access over City property generally located at 403 N Victory Road, for purposes relating to their home construction project

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

Fenders, LLC, located at 426 W Norfolk Avenue, agreement allowing a temporary sidewalk café, directly adjacent to the site within the City's right of way

Bills in the amount of \$5,423,006.45

Special Presentations

Mayor Moenning awarded Max Blunck the "People Power Award" for his extraordinary act of citizenship.

The Connection Project Presentation by Rob Barrows

Regular Agenda Items

Advertise Request for Qualifications, Design Build and Construction Manager at Risk Firms (Fishing Dock at Skyview Lake and Liberty Bell Restroom)

Councilmember Arens moved, seconded by Councilmember Murren, for 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.

Parks and Recreation Director Nathan Powell provided information to the Mayor and City Council. Staff are seeking qualified firms to 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. Staff are also 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. The expected cost of the dock project is \$240,000. The remaining balance of the donation will be used to install a table and bench in recognition of Mr. Kohler.

Tim Ernst, 2906 Dover Drive, expressed concern with the current lack of maintenance of city parks. Powell said staff are actively working on a number of improvements to city parks.

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

Elkhorn Paving Construction Change Order No. 1 (Concrete Improvements FY 2022-2023 project)

Councilmember Snorton moved, seconded by Councilmember Murren, for 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.

Assistant City Engineer Anna Allen provided information to the Mayor and City Council. 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. Allen noted that the southbound lane on this section of 1st Street has been closed for several months. Work is expected to begin once school is out. Initial repairs will be completed to Georgia Avenue in order to get the area around the middle school complete. The contractor will then move to a different location and come back to complete the rest.

Councilmember Clausen asked where the money for the change order is coming from. Allen explained that we will be using the remainder of the CHAF budget for street repair by contract and will also be diverting some funds from the proposed surface seal maintenance budget.

Jim McKenzie, 1412 Longhorn Drive, asked why the concrete has broken up as badly as it has and what the city plans to do to prevent this type of deterioration in the future. Public Works

Director Steven Rames explained there is heavy ASR activity in this area which is exacerbated by the freeze/thaw cycle. Long term will be looking at doing a mill and overlay in this area as well.

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

Rutjens Construction, Inc. award contract
(Sanitary Sewer Replacement Monroe Avenue to Logan Street Project)

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

Water and Sewer Director Chad Roberts provided information to the Mayor and City Council. One bid was received on the project that 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. The engineer's estimate on the project was \$1,705,082. Roberts said we anticipate cost savings on another project and staff are also looking at potential cost savings on this project including installing a smaller 24" pipe as well as installing fiber glass pipes.

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

Economic Development Program (EDP) funds application
(Women's Empowering Life Line, acquire property to establish child care center)

Councilmember McCarthy moved, seconded by Councilmember Granquist, for 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.

Economic Development Director Candice Alder provided information to the Mayor and City Council.

On February 21, 2023, 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. Subsequent ED subcommittee meetings were held in February and April. It was ultimately decided to divide the remaining \$300,746 between the two projects to assist with both workforce housing efforts and the childcare shortage

the community is currently facing, with approximately \$100,000 allocated towards the WELL and \$200,000 towards NeighborWorks.

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 that will serve 127 children and have up to 26 staff members representing both full and part time employees. 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.

Councilmember Arens asked about any other applications staff has received. Alder explained that staff has had several inquiries, there are no other applications on file and noted the program is open until allocation of all remaining funds are voted on by the Council.

Donny Larson, Executive Director of the WELL, said that investing in early childhood development has a huge impact on how our community will continue to shape and grow and read letters of support from Linda Lowes, Ingrid Gansebom and Jessica Mulberry.

Councilmember Hildebrand asked about WELL's plan to open a childcare facility prior to Northern Hills Daycare closing and about filing a property tax waiver. Larson said that opening a childcare center was part of the WELL's 2020 strategic plan and that they do intend to file a property tax waiver. Hildebrand expressed concern with taking the value of the property away from the tax base.

Councilmember McCarthy asked about expected staffing. Larson said the plan is to open in July 2023 with 5-part time employees and one full time employee. Staffing will gradually increase over the course of a year. McCarthy asked about starting at a smaller facility that would not require these funds for the purchase.

Councilmember Webb expressed concern with the process of how the building was purchased and the funding application. Webb does not feel these funds should be used to take property off the tax base, which is why he will not support it.

Kyle Fuchtman, WELL Board member, discussed the childcare shortage in the community and the fact that the WELL is presenting a potential solution.

Jim McKenzie, 1412 Longhorn Drive, questioned justifying a denial of a minimal \$100,000 request of designated LB840 funds and said this is good use of designated tax dollars. The project creates jobs and meets the requirements of the LB840 plan and also meets the critical community need of childcare.

Soshia Bohn, WELL, read letters of support from Tammy Day, Leonor Fuhr and Angie Stenger and discussed the community childcare taskforce initiative and noted that the people the WELL serves are our community members.

Kara Kratochvil, WELL Childcare Director, discussed her passion for childcare and serving those in need. Kratochvil said the center will open in July to Mommy and Me clients and to the general public in August on a first come, first serve basis. Kratochvil provided copies of the State of Nebraska childcare provider regulations.

Dana Wockenfuss, WELL, provided copies of letters of support from Cheryl Timm, Michele Lawson, Tracey Olson and Melissa Jantz. Wockenfuss said dependable, affordable childcare and lack thereof has an impact on every parent in our community. Wockenfuss also discussed the economic impact childcare can have on our economy.

Angie Bailey discussed the limited options of safe and quality childcare in the community and spoke in support of the application. Bailey also read a letter of support from Michele Lawson.

Sabrina Garner shared her testimony and spoke in support of the WELL.

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

Resolution No. 2023-19

(Osten sidewalk waiver request, 3414 W Nucor Rd)

Councilmember Snorton moved, seconded by Councilmember Arens, for adoption of Resolution No. 2023-19 approving a sidewalk waiver requested by Trevor and Elizabeth Osten for property located at 3414 W. Nucor Road.

City Planner Valerie Grimes provided information to elected officials. Grimes said there are no other sidewalks close to the property and the resolution includes standard language that states the waiver is temporary until sidewalks are abutting.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Resolution No. 2023-19 was adopted.

PROS agreement

(Parks and Recreation Master Plan)

Councilmember Granquist moved, seconded by Councilmember Murren, for approval of an agreement with PROS consulting for a Parks and Recreation Master Plan for the amount not to exceed \$90,620.

Parks and Recreation Director Nathan Powell and William Younger with PROS Consulting, via telephone, provided information to elected officials. 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 will be funded by a 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.

Jim McKenzie, 1412 Longhorn Drive, expressed concern with determining what can and cannot be done with existing tax revenue and asked about alternative funding methods. Younger said there will be a funding and revenue strategy as part of the plan that will look at alternative revenue sources that may not have been looked at. When looking at larger capital projects, break down into three categories: sustainable alternative, maintaining park system as is today; expanded services alternative, adding services when funding is available; visionary alternative, identifies services the community desires, but unless there is a designated funding source, are not attainable.

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

Norfolk Parks and Recreation Board appointments

Councilmember Granquist moved, seconded by Councilmember Clausen, for 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.

Parks and Recreation Director Nathan Powell provided information to elected officials. Powell said the city received nearly 25 applications and noted there are representatives from each ward as required by the ordinance.

Tim Ernst, 2906 Dover Drive, questioned the need to pay for a consultant when there is also a board to come up with plans and make decisions.

Randy Dee, 1614 Westwick Drive, said he was one of the nearly 25 applicants and hopes to be selected in the future and emphasized the need for public input.

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

Administrative Reports

Finance Officer Randy Gates presented 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.

Jim McKenzie, 1412 Longhorn Drive, expressed concern over lost tax revenue and urged elected officials to be cognizant of the impact of the many TIF projects the city has approved. McKenzie also encouraged elected officials to consider a more selective TIF process.

Executive Session
(Pending Litigation)

Councilmember Snorton moved, seconded by Councilmember Arens to adjourn from regular session and convene into executive session at 8:24 p.m. to discuss pending litigation.

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

Councilmember Hildebrand moved, seconded by Councilmember Murren to adjourn from executive session at 8:49 p.m. and reconvene into regular session.

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

Mayor Moenning restated for the record that the only item discussed during the executive session was pending litigation.

There being no further business, the Mayor declared the meeting adjourned at 8:49 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

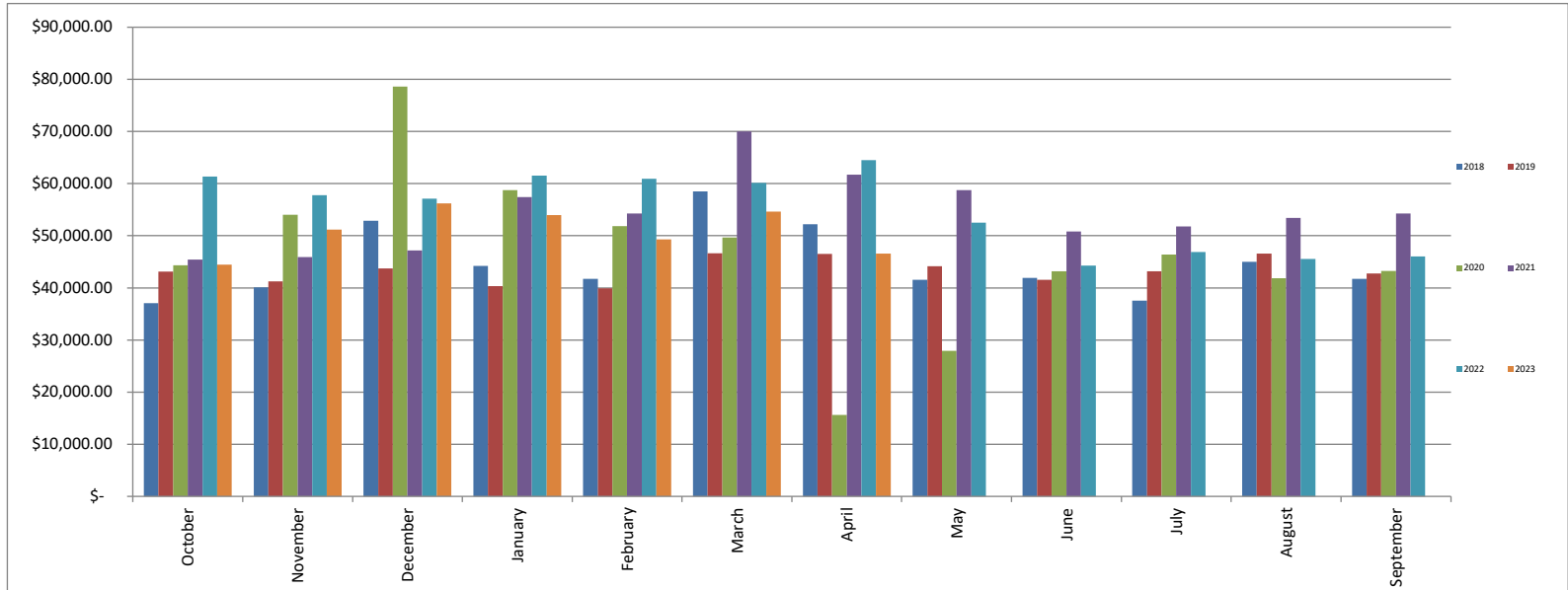
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, May 1, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

**Keno Yearly Comparison
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<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	\$ 46,576.20	\$ 63,513.29	\$ (17,937.09)	-27.80%	\$ (16,937.09)	-26.67%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ -	\$ 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	\$ 356,228.09	\$ 691,000.00	\$ (67,076.19)	-15.85%	\$ (65,721.56)	-15.58%



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"; Big Bang Boom, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "BIG BANG BOOM"; and J & M Displays, Inc., an Iowa Corporation, hereinafter referred to as "J&M", WITNESSETH:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, CITY agrees to allow BIG BANG BOOM to use CITY's facilities for various activities to celebrate the 4th of July, including but not limited to a fireworks display, musical performances, allowing alcohol in a portion of the park, car show, food vendors, inflatables, and disc golf tournament, subject to the following:

1. FACILITIES. CITY, being the owner of the park facilities commonly known as Skyview Park and Ta-Ha-Zouka Park, is willing to allow the parks to be used in conjunction with BIG BANG BOOM's purpose of conducting various activities for a 4th of July celebration.

2. TERM. The term of this Agreement shall be from Tuesday, June 27, 2023 to Tuesday, July 4, 2023. The 4th of July celebration provided for in this Agreement may include food vendors, car show, music concert, and alcohol in a portion of Skyview Park on Friday, June 30, 2023; fireworks, musical performances, inflatables, food vendors, and other activities on Saturday, July 1, 2023, at Skyview Park; and a disc golf tournament Friday and Saturday, June 30 - July 1, 2023, in Ta-Ha-Zouka Park and Sunday, July 2, 2023, in Skyview Park. In the event of a weather-related cancellation, the 4th of July celebration shall be held on the first suitable day thereafter. Set up activities on the south side of the lake related to fireworks may commence on Tuesday, June 27, 2023. Set up activities related to vendors, stage, production equipment, and other related activities may commence on Friday, June 30, 2023. If inclement weather is forecast, then in that event, a request can be made for earlier park access. The parks and recreation director, the city administrator or the mayor, or their respective designees, may authorize an earlier set up date.

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 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. CITY hereby authorizes BIG BANG BOOM at its sole discretion to charge for parking on the day of the fireworks display.

4. TRUCK PARKING. BIG BANG BOOM agrees that no trucks or other vehicles shall be allowed to be parked on the sidewalk surrounding Skyview Lake.

5. 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, BIG BANG BOOM 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 BIG BANG BOOM shall be responsible for paying the cost of same. CITY and BIG BANG BOOM shall together inspect any location of the sidewalk designated for vehicular traffic both prior to and after the event and BIG BANG BOOM 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 approved or unapproved areas of the park (including but not limited to the sidewalk, grass, fixtures, etc.) will be repaired by CITY and the cost thereof will be paid by BIG BANG BOOM.

7. ALL-TERRAIN VEHICLES. BIG BANG BOOM 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) BIG BANG BOOM's insurance certificate contains the following language:

“The Big Bang Boom 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 BIG BANG BOOM 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 BIG BANG BOOM'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. BIG BANG BOOM shall be allowed to use the covered stage that has been constructed at Skyview Park for that purpose. BIG BANG BOOM 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 BIG BANG BOOM 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.

BIG BANG BOOM shall be responsible for any damage to said canopy as a result of BIG BANG BOOM or their contractors or invitees suspending or placing their equipment on it.

9. 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 Skyview Park from 5:00 p.m. to 11:00 p.m. on Friday, June 30, 2023, 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. No alcohol shall be allowed in the park on Saturday, July 1, 2023.

10. EQUIPMENT REMOVAL. BIG BANG BOOM agrees to have all equipment, including but not limited to semi-trailers, removed from Skyview Park no later than Tuesday, July 4, 2023 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.

11. BANNER SIGN. Poles may be placed at the Skyview Park entrance on Maple Avenue for purposes of hanging a banner. Any poles or banner placed must comply with minimum standards or heights set forth in the Manual on Uniform Traffic Control Devices. Poles may not be erected prior to seven (7) days before the event (June 24, 2023) and shall be removed no later than five (5) business days after the event (July 10, 2023).

12. OTHER TEMPORARY SIGNAGE. All other informational signage in conjunction with this event may be placed in the park one (1) business day before the event and must be removed not later than 5:00 p.m. on the first business day following the event.

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

14. PERMISSION TO CLOSE SIDEWALK. By way of this Agreement, CITY grants permission to **BIG BANG BOOM** to block the sidewalk located along the south side of Skyview Lake at 8:00 a.m. on Tuesday, June 27, 2023 and continuing until 5:00 p.m. on the day following the fireworks show.

15. ROADWAYS IN THE PARK. **BIG BANG BOOM** 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.

16. 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 **BIG BANG BOOM** as required by Section 18-10 of the City Code for vending during **BIG BANG BOOM**'s event so long as **BIG BANG BOOM** or its designees comply with the requirements of paragraph 18C herein. CITY further agrees that permission for vending in Skyview Park will not be granted to any vendors other than **BIG BANG BOOM** for the 4th of July celebration, 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.

17. HELICOPTER RIDES NOT ALLOWED. CITY shall not allow helicopter rides in Skyview Park for **BIG BANG BOOM**'s event.

18. INSURANCE.

A. **BIG BANG BOOM** shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$5,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence

- d. Products Liability & Completed Operations \$1,000,000 each occurrence
- e. Fire Damage \$ 100,000 any one fire
- f. Medical Expense \$ 5,000 any one person
- g. Liquor Liability \$1,000,000 each occurrence

The policy issued shall cover all actions or activities authorized by this Agreement and activities and vendors sponsored by BIG BANG BOOM for this event with no exclusions. Further, a letter from the insurance carrier shall be furnished to CITY, along with a certificate of insurance, which lists activities 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 BIG BANG BOOM's insurance coverage related to any activity (except fireworks), then the excluded or limited activities shall not be allowed as part of the 4th of July celebration. Further, BIG BANG BOOM shall not allow any vendors that are not covered under BIG BANG BOOM's insurance policy to participate in the 4th of July celebration.

- B. BIG BANG BOOM 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 BIG BANG BOOM's 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 BIG BANG BOOM's insurance shall be secondary. BIG BANG BOOM agrees to be responsible for any damages or claim of loss not covered by BIG BANG BOOM's insurance or BIG BANG BOOM's vendors' insurance. In the event the certificate of insurance is not filed by June 16, 2023, then (1) BIG BANG BOOM shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.
- C. BIG BANG BOOM 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 the minimum amount of \$1,000,000. Said certificates of insurance shall be filed with the City Clerk's office by June 20, 2023.

In the event said certificates of insurance are not provided to the City Clerk's office by June 20, 2023 for all vendors in the park, then BIG BANG BOOM agrees to be responsible for obtaining valid insurance certificates in the coverage amounts set forth herein from the vendors which have not previously been provided to CITY. BIG BANG BOOM shall keep all vendors' insurance certificates in a folder and on site the day of the event and CITY shall have access to the insurance certificates if a need arises. BIG BANG BOOM shall provide CITY with copies of any vendors' insurance certificates not previously provided to CITY within three (3) business days after the conclusion of the event (July 6, 2023). Further, BIG BANG BOOM shall not allow any vendors in the park who have not provided BIG BANG BOOM with an insurance certificate.

In the event there are vendors in the park that are not listed on the letter from BIG BANG BOOM's insurance carrier or from which BIG BANG BOOM 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 BIG BANG BOOM and its insurance carrier shall be responsible for said unauthorized vendors.

19. PYROTECHNICS INSURANCE. J&M shall provide CITY with a certificate of insurance coverage having no exclusion for pyrotechnics in an amount no less than \$6,000,000 per occurrence with a \$7,000,000 aggregate having specific limits for CITY and naming CITY as an additional insured. Said insurance shall be the primary insurance coverage for pyrotechnics for BIG BANG BOOM's event.

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

21. HOLD HARMLESS/INDEMNIFICATION FOR FIREWORKS. BIG BANG BOOM and J&M agree to hold CITY harmless and indemnify CITY from any loss or damage or claim of loss by any third party from damage that results from the discharging of fireworks as provided in this Agreement.

22. COPYRIGHTED MUSIC. BIG BANG BOOM 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 BIG BANG BOOM 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 BIG BANG BOOM activities being held on property owned by CITY.

23. AERIAL FLYOVER. BIG BANG BOOM is authorized by this Agreement to stage an aerial flyover so long as it is performed by military aircraft operated by military personnel.

24. PERMITS. BIG BANG BOOM and/or J&M 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.

25. TEMPORARY TOILETS. BIG BANG BOOM 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 4th of July celebration. A minimum of twenty-five (25) temporary toilets shall be placed in the park for the event.

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

27. SALES TAXES. All concession sales are subject to State and City sales tax. BIG BANG BOOM or its vendors shall file sales tax returns and pay the applicable sales tax as required by law.

28. AUTHORIZATION TO DISCHARGE FIREWORKS AFTER JULY 4, 2023 IN EVENT RAIN DATE IS UTILIZED. The parties understand that pursuant to Norfolk City Code Section 14-230, the discharge of fireworks is permitted only from June 25 through July 4 of each year. By approval of this Agreement, CITY's governing body gives authorization for BIG BANG BOOM to hold a fireworks display in Skyview Park after July 4, 2023, as provided in this Agreement, if the event takes place on a rain date after July 4, 2023.

29. TENTS/INFLATABLES.

A. Placement of Tents and Inflatables. CITY shall allow BIG BANG BOOM to erect tents and/or inflatable apparatus in Skyview Park for its event. At least forty-eight (48) hours prior to Friday, June 30, 2021, BIG BANG BOOM shall contact Nebraska 811 (formerly Diggers Hotline of Nebraska) to ascertain the location of underground utility lines in the areas where the tents and/or inflatable apparatus are to be placed. After utility lines have been determined by Nebraska 811 and prior to setting any tent stakes, BIG BANG BOOM shall coordinate with CITY's parks and recreation director as to the contemplated location of the tents and/or inflatable apparatus. CITY will attempt to locate any private underground lines it owns. BIG BANG BOOM shall be responsible for any damage to any underground utility lines or to any unlocated lines.

B. Wind. BIG BANG BOOM agrees to cease and desist use of inflatables in the event wind speeds exceed inflatables manufacturer's recommendations.

30. SECURITY.

A. For Friday activities involving alcohol in the park, BIG BANG BOOM shall, at its own expense, provide adequate security guards for crowd control.

B. For Saturday activities involving a fireworks display, BIG BANG BOOM shall, at its own expense, provide at least two (2) teams, consisting of 2 persons each, to work as event security. The purpose of BIG BANG BOOM's 2-person event security teams shall be to observe crowd activity and call for law enforcement if needed.

31. CAR SHOW PARKING. Parking of car show vehicles in the park shall be restricted to parking areas designated by CITY's parks and recreation director or his designee. The parties acknowledge that the areas approved for car show 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.

32. DISC GOLF TOURNAMENT. CITY shall allow BIG BANG BOOM or its designee to utilize the disc golf courses in Ta-Ha-Zouka Park Friday and Saturday, June 30 – July 1, 2023, and the disc golf course in Skyview Park on Sunday, July 2, 2023 to hold a disc golf tournament. BIG BANG BOOM’s or its designee’s use of the disc golf courses shall be exclusive for the dates set forth in this paragraph.

- A. Marking of Courses. BIG BANG BOOM or its designee shall be allowed to mark the disc golf courses in Ta-Ha-Zouka Park and Skyview Park 48 hours in advance its tournament.
- B. Temporary Basket or Tee Box Placement. BIG BANG BOOM or its designee shall not place any temporary disc golf baskets or tee boxes to augment the existing course layout without first obtaining layout and placement approval from CITY’s parks & recreation director prior to the tournament.
- C. Releases. In the event that BIG BANG BOOM or its designee obtains Releases for participation in its disc golf tournament 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.
- D. Notice. BIG BANG BOOM or its designee shall post a notice to the public of its reservation of the disc golf courses for seven (7) days preceding the tournament. It shall be BIG BANG BOOM’s or its designee’s responsibility to monitor the posted notice each day to ensure that it remains in place from the time of posting until the time of the event.

33. NO PAINT ON CONCRETE. BIG BANG BOOM and/or its designees shall not paint or permanently mark any concrete in Ta-Ha-Zouka Park or Skyview Park for any activities in BIG BANG BOOM’s event. In the event that BIG BANG BOOM or its designees do paint or permanently mark the concrete, then City shall have the paint or marking removed and the cost thereof shall be paid by BIG BANG BOOM.

34. MANAGEMENT. The parties acknowledge and agree that BIG BANG BOOM shall be solely responsible for the operation and management of the parks during the term of this Agreement when the parks are being utilized by BIG BANG BOOM for BIG BANG BOOM’s event(s) and related activities. BIG BANG BOOM shall be responsible for operating and managing the parks 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”). BIG BANG BOOM represents and covenants to CITY that BIG BANG BOOM is familiar with the Rules and that BIG BANG BOOM shall operate and manage the parks in accordance with the Rules. BIG BANG BOOM shall ensure that all individuals utilizing the parks for BIG BANG BOOM’s event(s) shall conduct themselves in accordance with the Rules.

35. MAINTENANCE. BIG BANG BOOM shall be responsible for maintaining the parks in accordance with the Rules so that the parks 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. BIG BANG BOOM shall ensure that any guests, invitees, or visitors are those permitted to be in attendance at the park in accordance with the Rules.

36. 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 BIG BANG BOOM resulting from CITY's cancellation of BIG BANG BOOM's activities.

37. 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

BIG BANG BOOM, Inc., A Nebraska Nonprofit
Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

J & M DISPLAYS, INC., an Iowa Corporation

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 Norfolk Post 16 of The American Legion at Norfolk, Nebraska, a Chartered Unit of the Nebraska American Legion and its National Organization, hereinafter referred to as "LEGION"; WITNESSETH:

WHEREAS, CITY is the owner of Veterans Memorial Park in Norfolk, Nebraska, which has a baseball field located within the park; and

WHEREAS, LEGION is desirous of utilizing the baseball field in Veterans Memorial Park to hold a Class A Junior Area baseball tournament Friday, July 14, 2023, through Tuesday, July 18, 2023; and

WHEREAS, CITY is desirous of allowing LEGION to hold its Class A Junior Area baseball tournament at the baseball field in Veterans Memorial Park.

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

1. FACILITY. CITY shall allow LEGION to utilize the baseball field in Veterans Memorial Park Friday, July 14, 2023, through Tuesday, July 18, 2023, to hold a Class A Junior Area baseball tournament at Veterans Memorial Park.

2. FEE. LEGION shall pay a fee to CITY in an amount equal to ten percent (10%) of total gate fees for the use of the baseball field in Veterans Memorial Park for the tournament. Said fee shall be paid to CITY by 4:30 p.m. on Monday, July 24, 2023.

3. ACCESS. For baseball games, LEGION shall have access to and use of the baseball fields, press boxes, ticket booths, parking lots, and restrooms. Field lighting, scoreboard and public address system shall be available for use by LEGION. LEGION's use of the baseball field (but not the entire park) shall be exclusive for the dates set forth in this paragraph.

4. INSURANCE. LEGION 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, LEGION shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LEGION while using CITY's baseball facility at Veterans Memorial Park with no exclusions. LEGION's insurance shall be the primary insurance coverage for LEGION's event. LEGION agrees to be responsible for any damages or claim of loss not covered by LEGION's insurance. A certificate of insurance shall be filed with the City Clerk's office upon execution of this Agreement. In the event the certificate of insurance is not filed by July 5, 2023, then (1) LEGION shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY.

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

6. COPYRIGHTED MUSIC. LEGION 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 LEGION 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 LEGION activities being held on property owned by CITY.

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

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

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

10. TENTS. CITY shall allow the placement of pop-up tents in Veterans Memorial Park during the term of this Agreement, however, LEGION shall not allow any tent stakes to be placed in the ground at Veterans Memorial Park.

11. CAMPER/TRAILER. LEGION shall be allowed to place one camper/trailer of a size approved by CITY's parks and recreation director at a location approved by CITY's parks and recreation director for daytime use by umpires during LEGION's events. There shall be no overnight use of the camper/trailer.

12. SHOES. No metal spiked shoes or metal cleats shall be allowed on the baseball field during any baseball practice and only turf cleats, plastic molded cleats, or athletic shoes shall be allowed for practice. Metal spiked shoes or metal cleats will be allowed on the field during games and during warmups immediately prior to games only, however, they shall not be allowed for any practice time prior to the start of the game. LEGION shall be responsible for compliance with this provision.

13. ADVERTISING. LEGION shall not erect any advertising or temporary signs at CITY's baseball facilities.

14. CLEANING. LEGION shall be responsible for cleanup of the facilities at Veterans Memorial Park at the conclusion of their use including but not limited to completely cleaning up any sunflower seeds from the bleachers. In the event LEGION fails to clean the facilities they utilize at Veterans Memorial Park, LEGION agrees to pay the actual cost incurred by CITY in cleaning the facilities. CITY shall document the condition of the facilities and shall consult with LEGION prior to cleaning, if practicable. During LEGION's events at Veterans Memorial Park, the following statement or LEGION's own statement which suggests these items shall be announced over the public address system periodically throughout LEGION's events:

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

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

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

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

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

19. PARKING. LEGION shall be responsible for assuring that vehicles within Veterans Memorial Park are parked only in approved parking areas and shall be responsible for removing

vehicles parked in places other than approved parking areas. All parking is at the risk of LEGION and the party parking the vehicle.

20. FIELD LIGHTS. Field lights at Veterans Memorial Park are set to turn on and off by CITY in accordance with a schedule provided to CITY by LEGION.

21. OTHER AREAS OF VETERANS MEMORIAL PARK. LEGION shall be responsible for restricting participants and spectators to the baseball and parking portions of Veterans Memorial Park during LEGION’s games and shall prohibit people from accessing other portions of Veterans Memorial Park closed to the public during the time when LEGION is utilizing CITY’s baseball facility. LEGION shall be responsible for all damage and repair costs to any portion of Veterans Memorial Park while accessing the CITY facilities at Veterans Memorial Park during the term of this Agreement.

22. DUGOUTS. CITY does not allow individuals to be on the roof of the dugouts at Veterans Memorial Field. LEGION shall be responsible for keeping individuals off the roof of the dugouts during LEGION’s events.

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

24. 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 LEGION resulting from CITY’s cancellation of LEGION’s activities.

25. UNADDRESSED ISSUES. Issues related to CITY’s baseball facility not addressed in this Agreement may be approved by CITY at the discretion of CITY’s parks and recreation director upon request of LEGION.

26. 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 POST 16 OF THE AMERICAN
LEGION AT NORFOLK, NEBRASKA, A
Chartered Unit of the Nebraska American Legion
and its National Organization

By _____
Printed Name: _____
Title: _____

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

SUBDIVISION APPLICATION

Name of Subdivision: Big Red Keno Subdivision

Preliminary Final

Applicant: Endgame, LLC 11248 John Galt Blvd., Omaha, NE 68137

Name (402) 339-7776 Address wharvey@ehpv.com

Phone _____ Email _____

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

Contact: Jeffrey B Ray 11213 Davenport St, STE 200, Omaha, NE 68154

(other than Name Address
Applicant) 402-779-1070 jray@jeo.com

Phone _____ Email _____

Current Zoning: C-3

General Location/Address: 2101 W Pasewalk Ave, Norfolk, NE 68701

Legal Description: see Attached

Property Area, Square Feet and/or Acres: 12.2 Ac

Gary L Vander Woude
Signature of Owner

Authorized Agent

Gary L Vander Woude OR
Printed Name of Owner CFO Endgame LLC

Printed Name of Authorized Agent

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

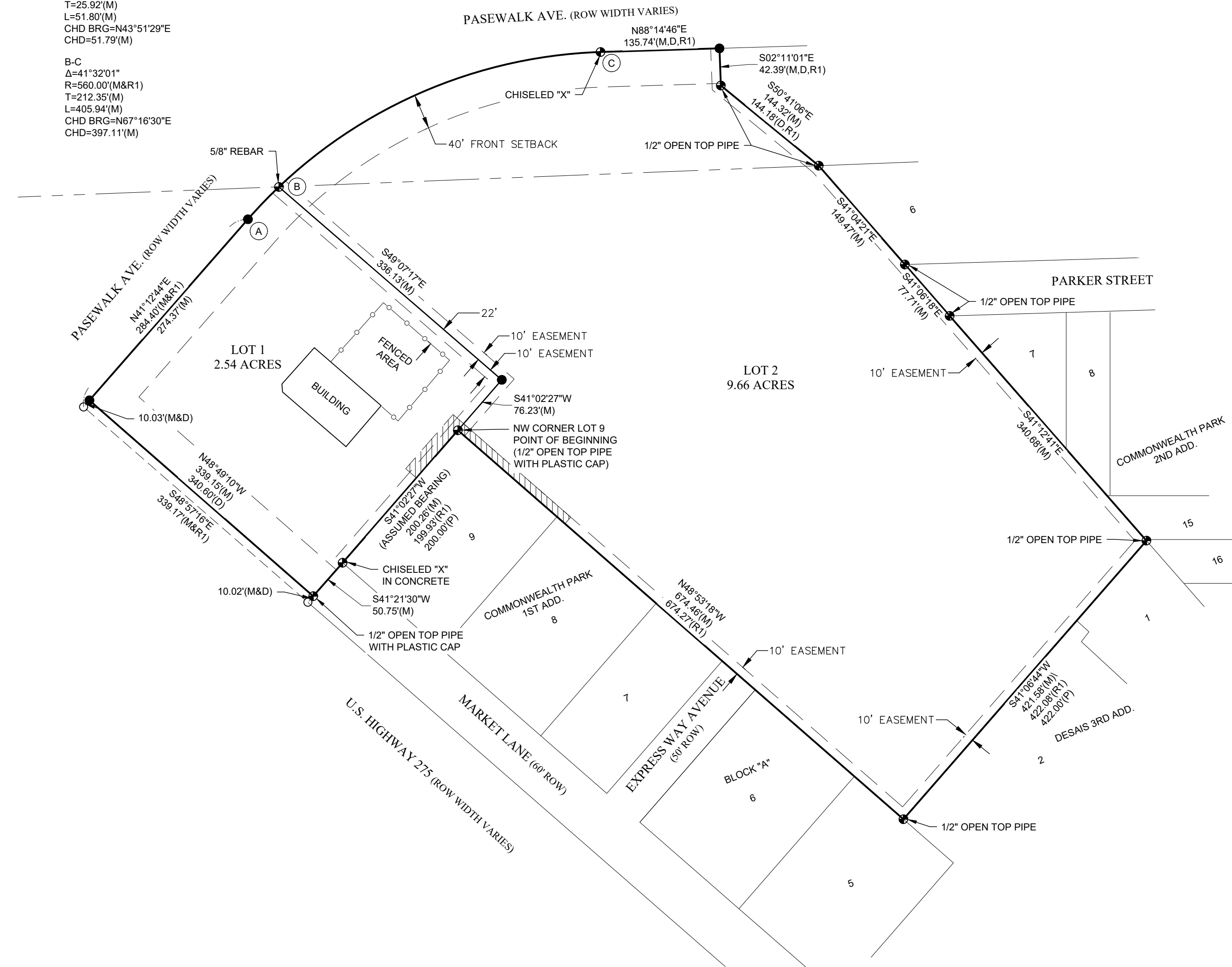
FINAL PLAT
BIG RED KENO SUBDIVISION
PART OF THE WEST HALF OF SECTION 28,
TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., IN THE CITY OF NORFOLK
MADISON COUNTY, NEBRASKA

CURVE DATA

A-C
Δ=46°50'02"
R=560.00(M&R1)
T=242.53(M)
L=457.75(M)
CHD BRG=N64°37'30"E
CHD=445.11(M)

A-B
Δ=5°18'01"
R=560.00(M&R1)
T=25.92(M)
L=51.80(M)
CHD BRG=N43°51'29"E
CHD=51.79(M)

B-C
Δ=41°32'01"
R=560.00(M&R1)
T=212.35(M)
L=405.94(M)
CHD BRG=N67°16'30"E
CHD=397.11(M)



DEDICATION

WE, ENDGAME, LLC, ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S STATEMENT AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID REAL ESTATE TO BE SUBDIVIDED. SAID TRACT SHALL BE HEREINAFTER KNOWN AS "BIG RED KENO SUBDIVISION", CONSISTING OF LOTS 1 AND 2. I HEREBY DEDICATE THE STREETS, ALLEYS, AVENUES, ROADS AND PUBLIC GROUNDS DESIGNATED UPON AND REFERRED TO IN THIS PLAT TO THE USE AND BENEFIT OF THE PUBLIC. WE ALSO HEREBY WAIVE ANY RIGHT OF CLAIMS AS A RESULT OF DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR ALTERATIONS OF THE SURFACE.

ENDGAME, LLC

GARY VANDER WOUDE, CHIEF FINANCIAL OFFICER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF MADISON)SS

ON THIS ____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, APPEARED _____, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SIGNING THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

TREASURER'S CERTIFICATE : (TAX ID NUMBER: 590041428)

I CERTIFY THAT THERE ARE NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S STATEMENT ON THE ____ DAY OF _____, 2023.

MADISON COUNTY TREASURER _____

APPROVAL

THE FOREGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT WERE APPROVED BY THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA BY RESOLUTION DULY PASSED ON THE ____ DAY OF _____, 2023.

CITY CLERK
BRIANNA DUERST

MAYOR
JOSH MOENNING

APPROVAL

THE FOREGOING AND WITHIN PLAT, DEDICATION AND INSTRUMENT WERE APPROVED BY THE PLANNING COMMISSION OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, THIS ____ DAY OF _____, 2023.

CHAIRMAN
DAN SPRAY

SURVEYOR'S STATEMENT

I, BRIAN J. BENSON, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, HEREBY STATE THAT I HAVE CLOSELY SUPERVISED AND ACCURATELY SURVEYED "BIG RED KENO SUBDIVISION" A TRACT OF LAND LOCATED IN PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, HEREINAFTER KNOWN AS "BIG RED KENO SUBDIVISION"; THAT THE PLAT ATTACHED HERETO IS THE ORIGINAL, ACCURATE, TRUE AND CORRECT PLAT OF "BIG RED KENO SUBDIVISION"; THAT SAID PLAT ACCURATELY AND CORRECTLY REFLECTS ALL OF THE LOTS, BLOCKS, STREETS, AVENUES, ALLEYS, PARKS, COMMONS, AND OTHER GROUNDS IN SAID SUBDIVISION, ALL OF WHICH ARE CORRECTLY AND ACCURATELY STAKED OFF, MARKED, AND ARE CORRECTLY DESIGNATED AND SHOWN ON THE ATTACHED PLAT; THAT I SURVEYED AND PLATTED SAID "BIG RED KENO SUBDIVISION", CONSISTING OF LOTS 1 AND 2.

THE FOREGOING SUBDIVISION IS COMPRISED OF THE FOLLOWING DESCRIBED REAL ESTATE:

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK "A" COMMONWEALTH PARK FIRST ADDITION; THENCE S41°02'27"W (ASSUMED BEARING) ON THE WESTERLY LINE OF SAID LOT 9, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S41°21'30"W ON THE WESTERLY LINE OF MARKET LANE, A DISTANCE OF 50.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 275; THENCE N48°49'10"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 339.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PASEAWLK AVENUE; THENCE N41°12'44"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 274.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, ON A 560.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 457.75 FEET, THE CHORD OF SAID CURVE BEARS N64°37'30"E, A DISTANCE OF 445.11 FEET; THENCE N88°14'46"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 135.74 FEET; THENCE S02°11'01"E, A DISTANCE OF 42.39 FEET; THENCE S50°41'09"E, A DISTANCE OF 144.32 FEET TO THE NORTHWEST CORNER OF COMMONWEALTH PARK SECOND ADDITION; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID COMMONWEALTH PARK SECOND ADDITION, THE FOLLOWING 3 COURSES: S41°04'21"E, 149.47 FEET; S41°06'18"E, 77.71 FEET; S41°12'41"E, 340.68 FEET TO THE NORTH CORNER OF DESAIS THIRD ADDITION; THENCE S41°06'44"W ON THE WESTERLY LINE OF SAID DESAIS THIRD ADDITION, A DISTANCE OF 421.58 FEET TO THE NORTHERLY LINE OF SAID COMMONWEALTH PARK FIRST ADDITION; THENCE N48°53'18"W ON SAID NORTHERLY LINE, A DISTANCE OF 674.46 FEET TO THE POINT OF BEGINNING, CONTAINING 12.20 ACRES, MORE OR LESS.

PERMANENT MONUMENTS WERE FOUND OR SET ON ALL LOTS AND STREETS OF SAID PLAT.

DATED THIS ____ DAY OF _____, 2023.

BRIAN J. BENSON, L.S. 755

CONSENT OF LIENHOLDER

WE, FIRST NATIONAL BANK OF OMAHA, BEING LIENHOLDERS ON THE THE DESCRIBED TRACT OF LAND HEREBY APPROVE AND AGREE TO THE PLATTING OF BIG RED KENO SUBDIVISION, PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., MADISON COUNTY, NEBRASKA.

FIRST NATIONAL BANK OF OMAHA

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF MADISON)SS

ON THIS ____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, APPEARED _____, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SIGNING THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

REGISTER OF DEEDS:

STATE OF NEBRASKA)
COUNTY OF MADISON)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ M. ON THE ____ DAY OF _____, 2023.

REGISTER OF DEEDS _____

LOT	STREET ADDRESS	LOT SQUARE FOOTAGE
1	2101 W. PASEAWLK AVE.	110,671 S.F.
2	2045 W. PASEAWLK AVE.	421,099 S.F.

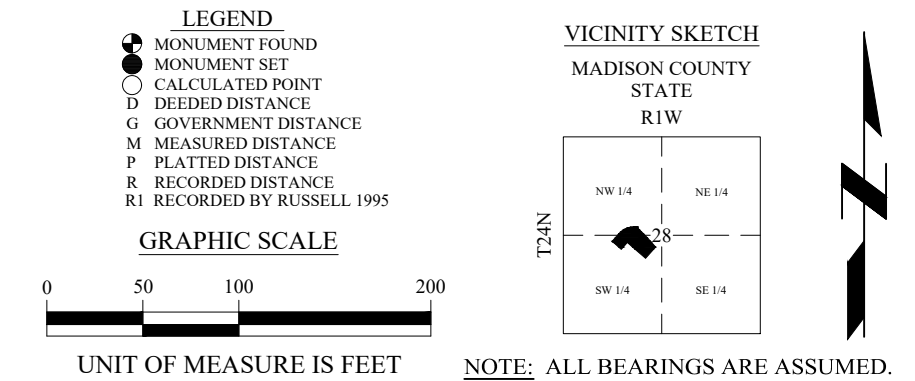
NOTES:

PRESENT ZONING IS C-3
A FIVE FOOT SIDEWALK SHALL BE CONSTRUCTED BY THE OWNER ON THE STREET SIDE OR SIDES OF EACH LOT IN THE ADDITION ABUTTING UPON A PLATTED STREET AS PROVIDED FOR IN ORDINANCE NO. 5617 IN THE CITY OF NORFOLK, PASSED AND APPROVED ON JUNE 3, 2019.

EXISTING NPPD EASEMENT BOOK 2010-05, PAGES 0963-0964

INDICATES THE BUILDING SETBACK; 40 FEET FROM THE PROPERTY LINE ON THE FRONT OF ALL LOTS, SIDE YARD SHALL BE 0 FEET, REAR YARD SHALL NOT BE LESS THAN 25 FEET OR 20% OF LOT DEPTH, WHICHEVER IS LESS.

PROPOSED UTILITY AND DRAINAGE EASEMENT



PART OF THE W1/2
SEC. 28-T24N-R1W OF THE SIXTH P.M.
CITY OF NORFOLK
MADISON COUNTY, NEBRASKA

FINAL PLAT
BIG RED KENO SUBDIVISION

PROJECT NO. 190175
DATE 4/28/2023
DRAWN BY AWH
FILE NAME SV-190175 final plat.dwg
FIELD BOOK NORFOLK N48
FIELD CREW BB/CP
SURVEY FILE NO. 2023-075
REVISIONS

May 2, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On May 2, 2023 the Norfolk Planning Commission reviewed the final plat of Big Red Keno Subdivision.

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

The Planning Commission recommends approval of the request with an 8-0 vote.

Sincerely,



Dirk Waite, Vice-Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-20

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

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 1 WEST OF THE SIXTH P.M., CITY OF NORFOLK, MADISON COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 9, BLOCK "A" COMMONWEALTH PARK FIRST ADDITION; THENCE S41°02'27"W (ASSUMED BEARING) ON THE WESTERLY LINE OF SAID LOT 9, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S41°21'30"W ON THE WESTERLY LINE OF MARKET LANE, A DISTANCE OF 50.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 275; THENCE N48°49'10"W ON SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 339.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PASEWALK AVENUE; THENCE N41°12'44"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 274.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, ON A 560.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 457.75 FEET, THE CHORD OF SAID CURVE BEARS N64°37'30"E, A DISTANCE OF 445.11 FEET; THENCE N88°14'46"E CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 135.74 FEET; THENCE S02°11'01"E, A DISTANCE OF 42.39 FEET; THENCE S50°41'06"E, A DISTANCE OF 144.32 FEET TO THE NORTHWEST CORNER OF COMMONWEALTH PARK SECOND ADDITION; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF SAID COMMONWEALTH PARK SECOND ADDITION, THE FOLLOWING 3 COURSES: S41°04'21"E, 149.47 FEET; S41°06'18"E, 77.71 FEET; S41°12'41"E, 340.68 FEET TO THE NORTH CORNER OF DESAIS THIRD ADDITION; THENCE S41°06'44"W ON THE WESTERLY LINE OF SAID DESAIS

THIRD ADDITION, A DISTANCE OF 421.58 FEET TO THE NORTHERLY LINE OF SAID COMMONWEALTH PARK FIRST ADDITION; THENCE N48°53'18"W ON SAID NORTHERLY LINE, A DISTANCE OF 674.46 FEET TO THE POINT OF BEGINNING, CONTAINING 12.20 ACRES, MORE OR LESS.

WHEREAS, said property is owned by Endgame, LLC, a Nebraska Limited Liability Company; and

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

RESOLUTION 2023- 21

WHEREAS, the City of Norfolk is a member of the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, as a member of the Northeast Nebraska Solid Waste Coalition, the City of Norfolk is authorized to name a representative to the Board of Directors of the Northeast Nebraska Solid Waste Coalition; and

WHEREAS, the Mayor and City Council of the City of Norfolk, Nebraska previously adopted Resolution 2019-55 appointing Corey Granquist as the representative of the City of Norfolk, Nebraska to the Northeast Nebraska Solid Waste Coalition Board of Directors.

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

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

(1) Corey Granquist is hereby appointed as the representative of the City of Norfolk, Nebraska to the Northeast Nebraska Solid Waste Coalition Board of Directors and, in the event of the absence of Corey Granquist, then Justin Snorton shall be declared as the alternate representative to the Board and shall act and vote on behalf of the City of Norfolk, Nebraska. If neither Corey Granquist nor Justin Snorton can attend a Northeast Nebraska Solid Waste Coalition meeting, the Mayor may appoint a temporary alternate.

(2) This Resolution replaces Resolution No. 2019-55.

Passed and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

(S E A L)

Approved as to form: _____
City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 15th day of May, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Mobile Home Court MHC LLC, a Delaware Limited Liability Company, hereinafter referred to as "OWNER", WITNESSETH:

WHEREAS, OWNER owns the mobile home park located at 3207 S. 12th Street, Norfolk, Nebraska, (the property) and has requested a zoning compliance letter from CITY's zoning official in order to obtain a Nebraska State Trailer Dealer's license allowing OWNER to buy mobile home trailers at wholesale cost; and

WHEREAS, CITY considers the selling of trailers to be a commercial use and is permitted in most commercial and industrial zoning districts; and

WHEREAS, OWNER's mobile home park is located in a residential zoning district that does not permit commercial uses; and

WHEREAS, a State Trailer Dealer's license requires space on a licensed property for a minimum of 10 trailers for sale and permits the sale of all types of trailers, not limiting the dealer license to mobile homes only; and

WHEREAS, OWNER has indicated that obtaining a State Trailer Dealer's license will assist OWNER in offering affordable housing in its mobile home park for the citizens of Norfolk; and

WHEREAS, CITY is desirous of providing affordable housing to its citizens.

NOW THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, it is the understanding of the parties as follows:

1. ZONING COMPLIANCE LETTER. CITY's zoning official will compile a zoning compliance letter regarding OWNER's request for a State Trailer Dealer's license submittal that will specifically state that OWNER will be limited to the selling of mobile homes only and no other types of trailers will be permitted to be sold on the property under any license issued by the State of Nebraska.

2. MOBILE HOMES ONLY. OWNER agrees to sell mobile home trailers only and understands that selling other types of trailers is specifically prohibited by CITY, even if the sale of other types of trailers is allowable under a State Trailer Dealer's license.

3. MINIMUM LOT SPACE. When there is no longer a minimum space of 10 lots available in the mobile home park to remain in compliance with the State's requirement, OWNER agrees that OWNER will not renew its State Trailer Dealer license.

4. VIOLATIONS. OWNER understands that the sale of any type of trailer, other than a mobile home, on the property would constitute a zoning violation and a violation of this Memorandum of Understanding. Said violation may result in a zoning violation being filed with the court, a fine imposed by the court for said violation, and/or the request by CITY to the State of Nebraska to revoke the State Trailer Dealer license.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Memorandum of Understanding in duplicate the day and year first above written.

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By _____
Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

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

PARK MOBILE HOME COURT MHC
LLC, A Delaware Limited Liability
Company

By  _____
Sam Hales, President of Saratoga Group,
Inc., A California Corporation, Manager
of Park Mobile Home Court MHC LLC

ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made and entered into this ____ day of May, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, CITY and DOWNTOWN entered into an Agreement dated April 3, 2023, herein referred to as the "original agreement" and attached hereto as Exhibit "1" for the purpose of allowing DOWNTOWN to use Riverpoint Square to hold a Cinco de Mayo celebration on May 5, 2023; and

WHEREAS, DOWNTOWN desires to amend the terms of the original agreement to provide for a rain date of May 12, 2023; and

WHEREAS, it is expressly agreed by and between the parties that this Addendum Agreement is supplemental to the original agreement to which this Addendum is attached, and all the terms, conditions and provisions of the original agreement, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten, incorporated and included herein;


IT IS THEREFORE agreed by and between the parties that paragraph 1 of the original agreement shall be amended as follows:

"1. TERM. This Agreement shall be for the day of Friday, May 5, 2023, (with a rain date of Friday, May 12, 2023)."

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Addendum 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

DOWNTOWN NORFOLK ASSOCIATION,
INC., A Nebraska Nonprofit Corporation

By 

Lyle Lutt
Director of Administrative Services

By _____
Its President
Printed Name: _____

By _____
Its Treasurer
Printed Name: _____

EXHIBIT "1"

AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of April, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, hereinafter referred to as "DOWNTOWN", WITNESSETH:

WHEREAS, DOWNTOWN is desirous of utilizing Riverpoint Square located at 3rd Street and Norfolk Avenue to host a Cinco de Mayo celebration which may include, but not be limited to, a music performance concert, pageants, beer garden, and food vendors; and

WHEREAS, DOWNTOWN has requested that 3rd Street be closed from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue for its event; and

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

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

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

WHEREAS, CITY is desirous of allowing DOWNTOWN to utilize Riverpoint Square and allowing the closure of said portion of 3rd Street as described above for the Cinco de Mayo celebration at DOWNTOWN's request.

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

1. TERM. This Agreement shall be for the day of Friday, May 5, 2023.
2. RIVERPOINT SQUARE. CITY is willing to allow Riverpoint Square located at 3rd Street and Norfolk Avenue in Norfolk, Nebraska, to be used in conjunction with DOWNTOWN's purpose of holding a Cinco de Mayo celebration which may include, but is not limited to, a music performance concert, pageants, beer garden, and food vendors.
3. STREET CLOSURE. CITY shall allow for the closure of 3rd Street from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue from 4:00 p.m. to 12:00 midnight on May 5, 2023. CITY shall allow for the early closure of parking stalls located along the portion of 3rd Street that will be closed for DOWNTOWN's event. The parking stalls may be closed at 3:00 p.m. on the day of the event. CITY shall erect barricades and/or traffic cones

which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.

4. SET UP/CLEAN UP. DOWNTOWN shall be allowed to begin setting up for its event at Riverpoint Square at 3:00 p.m. and on the closed portion of 3rd Street at 4:00 p.m. on May 5, 2023. DOWNTOWN shall be responsible for cleanup from the event and shall complete said cleanup by midnight on the day of the event.

5. ALCOHOL.

A. Authorization. By approval of this Agreement, CITY's governing body gives the authorization required by Sections 3-11 and 3-13 of CITY's Official Code to DOWNTOWN for alcohol to be served at the following locations:

- 1) in Riverpoint Square located at 3rd Street and Norfolk Avenue,
- 2) on the closed portion of 3rd Street, and
- 3) on the sidewalks adjacent to the east and west sides of the closed portion of 3rd Street,

from 5:00 p.m. until 11:00 p.m. on May 5, 2023, in the area designated as "beer garden" on the attached Exhibit "A".

In addition to this authorization, all necessary liquor licenses shall be obtained.

B. No Alcohol on Sidewalk or Street. Except as set forth in subparagraph A above, this authorization shall not in any way affect the applicability of City Code Section 3-13, which prohibits open containers of alcohol on any adjoining sidewalk or street in the vicinity of Riverpoint Square at 3rd Street and Norfolk Avenue.

C. Strict Compliance. The consumption of alcohol in Riverpoint Square and on the closed portion of 3rd Street (and adjacent sidewalks on 3rd Street) shall be had in strict compliance with the representations made on the liquor license application, a copy of which is attached hereto as Exhibit "B", and pursuant to the terms of any liquor license that is obtained.

6. VENDING. This Agreement shall serve as permission granted to DOWNTOWN as required by Section 18-10 of the City Code for vending in Riverpoint Square and on the closed portion of the street during DOWNTOWN's event so long as DOWNTOWN has obtained the necessary license/permits and complies with the requirements of paragraph 14 herein for the term of this Agreement.

7. TEMPORARY STAGE. CITY shall allow DOWNTOWN to place a temporary stage in Riverpoint Square for its event.

8. HOLES IN CONCRETE. DOWNTOWN shall not drill any holes in the concrete of Riverpoint Square or the sidewalks adjacent to the east and west sides of the closed portion of 3rd Street.

9. NO PAINT ON RIVERPOINT SQUARE/STREET/SIDEWALKS. DOWNTOWN shall not paint any streets, alleys, sidewalks, or Riverpoint Square for its event. In the event that DOWNTOWN does paint or permanently mark any streets, alleys, sidewalks, or Riverpoint Square, then City shall have the paint or marking removed and the cost thereof shall be paid by DOWNTOWN.

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

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

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

13. TEMPORARY TOILETS. DOWNTOWN agrees, at its expense, to provide a sufficient number of temporary toilets to accommodate the number of people expected to attend its event; however, no temporary toilets shall be placed on the street or alley.

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

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

The policy issued shall cover all activities and vendors sponsored by DOWNTOWN for the event with no exclusions. If possible and financially feasible, DOWNTOWN shall endeavor to have DOWNTOWN's insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. In the event there is any exclusion or limitation of DOWNTOWN's insurance coverage related to any activity, then the excluded or limited activities shall not be allowed as part of DOWNTOWN's event. Further, DOWNTOWN shall

not allow any vendors that are not covered under DOWNTOWN's insurance policy to participate in the event.

In addition, DOWNTOWN shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for DOWNTOWN's event (including but not limited to the serving of alcohol on CITY's property during the event). DOWNTOWN agrees to be responsible for any damages or claim of loss not covered by DOWNTOWN's insurance or DOWNTOWN's vendors' insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by April 25, 2023, then (1) DOWNTOWN shall pay a late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

15. HOLD HARMLESS/INDEMNIFICATION. DOWNTOWN agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by DOWNTOWN 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 DOWNTOWN 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, as well as any issues related to serving alcohol on CITY property.

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

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

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

19. DIRECTED HEALTH MEASURES. DOWNTOWN 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.

20. MANAGEMENT. The parties acknowledge and agree that DOWNTOWN shall be solely responsible for the operation and management of Riverpoint Square and the closed portion of the street and sidewalk during the term of this Agreement when the same are being utilized by

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

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


22. NO USAGE FEE. DOWNTOWN shall pay no fee to CITY for the use of Riverpoint Square and the closed portion of the street and sidewalk for DOWNTOWN's event.

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


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

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

ATTEST:

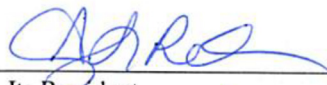

Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By 
Josh Moening, Mayor

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

DOWNTOWN NORFOLK ASSOCIATION, INC.,
A Nebraska Nonprofit Corporation

By 
Its President
Printed Name: Amy Rost

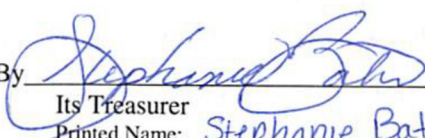
By 
Its Treasurer
Printed Name: Stephanie Bates

EXHIBIT "A"



EXHIBIT "B"

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

Special Designated License
Local Recommendation (Form 200)

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

Downtown Norfolk Association

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

PO Box 504 Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

47-0639942

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): May 5

Event Start Time(s): 4:00 pm

Event End Time(s): 11pm

Alternate Date: May 12

Alternate Location Building & Address:

Event Building Name: River Point Square (Park)

Event Street Address/City: 307 W Norfolk Ave., Norfolk, NE 68701

Indoor area to be licensed in length & width: ___ X ___

Outdoor area to be licensed in length & width: 120 X 120 (Diagram Form #109 must be attached)

Type of Event: Family Music Concert Series Estimate # of attendees: 500

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: Stephanie Bates Event Contact Phone Number: 402-750-5302

Event Contact Email: info@VisitNorfolkNe.com

*Signature Authorized Representative:  Printed Name: AMY RENTER

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

REQUEST FOR EXEMPTION WAIVER OF DOUBLE FENCING RULE

RULES AND REGULATIONS CHAPTER 2 - 013 SPECIAL DESIGNATED LICENSES

<https://lcc.nebraska.gov/sites/lcc.nebraska.gov/files/doc/013%20SPECIAL%20DESIGNATED%20LICENSES%20RULES%20%26%20REGS.pdf>

WHY DOUBLE FENCING IS NOT AVAILABLE For festival attendee safety, land locked on all sides
double fencing encroaches on roadway

TYPE OF FENCING TO BE USED Cattle fencing panels

HEIGHT OF FENCING TO BE USED 5 feet

HOW AREA WILL BE PATROLLED Blue Line Security

NUMBER OF SECURITY PERSONNEL 4

EXPECTED NUMBER OF ATTENDEES 500



Form 140
Rev JULY 2021

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Blue Line Security Services, LLC

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

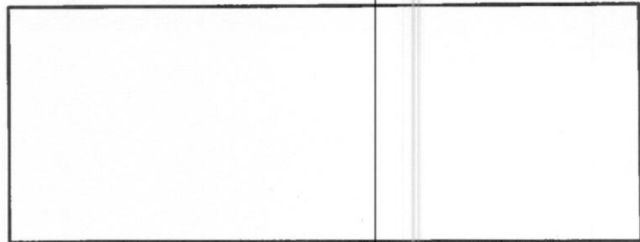
DIAGRAM OF PROPOSED AREA:



Form 109
Rev Nov 2016

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

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



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

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

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

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

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

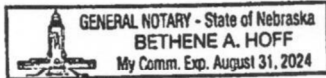
Downtown Norfolk Association
NAME OF CORPORATION

47-0639942
FEDERAL ID NUMBER

[Signature]
SIGNATURE OF TITLE OF CORPORATE OFFICERS
AMY L. RENTER

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 26th DAY OF January, 2023
by Amy Renter



Bethene A. Hoff
NOTARY PUBLIC SIGNATURE & SEAL
Bethene A. Hoff

PROCLAMATION
NATIONAL POLICE WEEK
May 14-20, 2023

WHEREAS, in 1962 President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Norfolk Police Division; and

WHEREAS, the Norfolk Police Division plays an essential role in safeguarding the rights, freedoms and property of all members of the community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Norfolk Police Division unceasingly provide this vital public service.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, on behalf of our citizens, declare the week of May 14th to May 20th, 2023 to be National Police Week in the City of Norfolk and May 15th as Peace Officers' Memorial Day in honor of law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community, or have become disabled in the performance of duty, and to let us recognize and pay respect to the survivors of our fallen heroes.

BE IT FURTHER RESOLVED that I and the Norfolk City Council call upon all citizens to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their calling, have rendered a dedicated service to their community and have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. We publicly salute the service of law enforcement officers in our community and communities across the nation.

Mayor Josh Moenning

May 15, 2023

For Office Use Only	Date Rec'd <u>11/09/22</u>
	Fee \$ <u>325</u>
	Rec'd by <u>ES</u>

ZONING CHANGE APPLICATION

Applicant: Brooke Sherbeck 2005 Crown Rd
 Name Address
402-326-4883 absherbeck@gmail.com
 Phone Email

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

Contact: _____
 (other than Name Address
 applicant) Phone Email

Current Zoning: A9 Proposed Zoning: PK

Location of Property: 2005 Crown Rd

Legal Description: 31.24 1E PT SE 3124-1

Property Area, Square feet and/or Acres: 41 +

Use of Adjoining Properties:

North: _____ East: _____ South: _____ West: _____

X Brooke Sherbeck
 Signature of Owner

 Authorized Agent

OR

 Printed Name of Owner

 Printed Name of Authorized Agent

**ZONING CHANGE
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?
its not a development its a single family home.

2. Does the zone change request conform to the Comprehensive Plan?
It appears so

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?
no

4. What is the justification for the zone change as it relates to the overall Land Use?
To build a single family home

5. How would this zoning district conform with adjacent properties' zoning?
Currently ag and adjoining is also ag

6. What is the general character of the area?
Feed lot to the north 1/4 mile. Farm land on one side.

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?
This is only a single family home with no public utilities in the plan

9063233230

WAGNER'S
SUBDIVISION
WAGNERS
2nd
PLATTING



NOT TO SCALE

S:\DEPT\ENG\DEAN\FIREPLOT\31SE241E-012423

CREW-ROAD

SEC
15

HWY. 24

300'
BOUNDARY

BOYCE E
PREWLEYS
SUBDIVISION

TRACT

WAITES
ADDITION

May 2, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on May 2, 2023 at the request of Brooke N. Sherbeck, to consider a zoning change from A (Agricultural District) and R-R (Rural Residential District) to R-R (Rural Residential District) on property addressed as 2005 Crown Road.

The Planning Commission recommends approval of the request with an 8-0 vote.

Sincerely,



Dirk Waite, Vice-Chairman
Norfolk Planning Commission

ORDINANCE NO. 5833

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING
WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE
PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the A (Agricultural District) and R-R (Rural Residential District) zoning on the
following described real estate:

Lot 1, Joyce E. Crowley's Subdivision and a tract of land located in the Southeast 1/4 of
Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska, more particularly described as
follows:

Beginning at the Southwest corner of the Southeast 1/4 of Section 31, T24N, R1E of the 6th
P.M., Stanton County, Nebraska; thence N 88°01'30" E on the South line of the Southwest 1/4 of said
Southeast 1/4, 1322.25 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4; thence
N 88°04'18" E on the South line of the Southeast 1/4 of said Southeast 1/4, 588.97 feet to a point on
the East Right-of-Way line of the Chicago & Northwestern Railroad Right-of-Way, now abandoned;
thence N 42°28'36" W on said East Right-of-Way line, 726.93 feet to a point of curvature; thence
Northwesterly on a 3869.83 foot radius curve to the left, 974.87 feet of which said curve has a chord
bearing of N 49°42'07" W, 972.31 feet; thence N 56°54'29" W, 850.21 feet to a point on the West line
of said Southeast 1/4; thence S 01°10'18" E on said West line, 1694.95 feet to the Point of Beginning,
containing 41.62 acres more or less.

is hereby changed to R-R (Rural Residential District).

Section 2. That this ordinance shall be in full force and effect from and after its passage, approval,
and publication in pamphlet form according to law.

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

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

Name of Subdivision: SHERBECK SUBDIVISION

Preliminary Final

Applicant: BROOKE SHERBECK 2005 CROWN ROAD, NORFOLK

Name Address

402-326-4823 Absherbeck@gmail.com

Phone Email

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

Contact: _____

(other than Name Address
Applicant)

Phone Email

Current Zoning: _____

General Location/Address: Lot 1, Joyce E. Crowley's Subdivision & Pt. SE 1/4, S31, T24N, R1E

Legal Description: SEE ATTACHMENT

Property Area, Square Feet and/or Acres: 41.62 ACRES

Brooke Sherbeck

Signature of Owner

Authorized Agent

OR

BROOKE SHERBECK

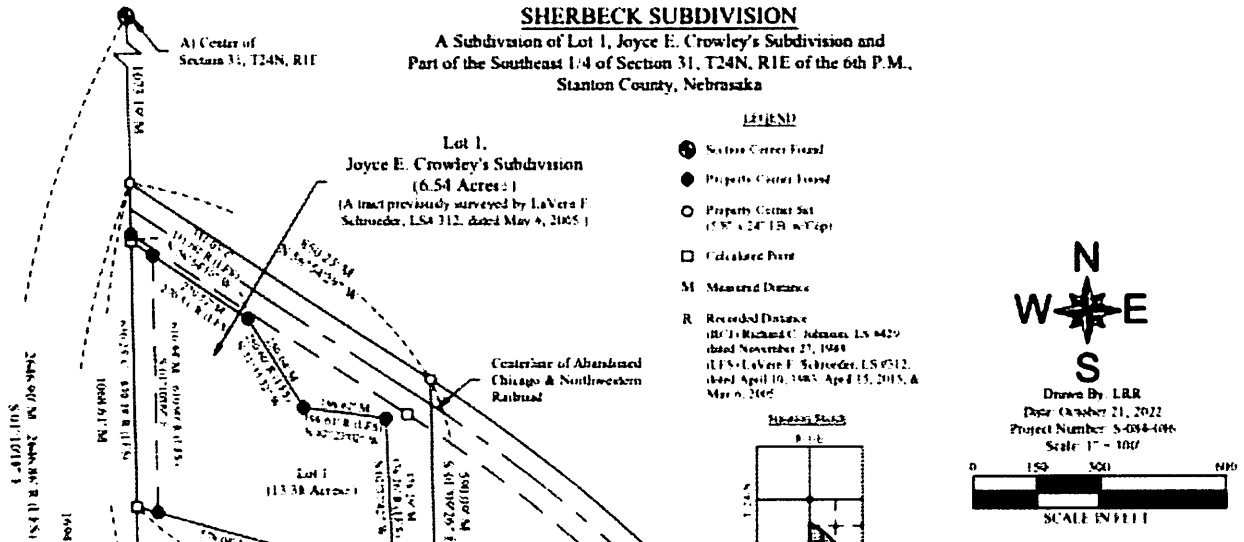
Printed Name of Owner

Printed Name of Authorized Agent

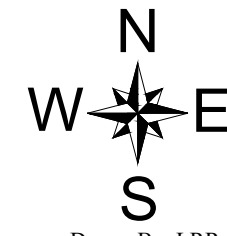
Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701 Rev. 1-2018

Print Form

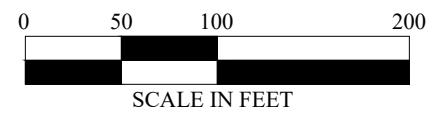
Clear Form



Final Plat
SHERBECK SUBDIVISION
 A Subdivision of Lot 1, Joyce E. Crowley's Subdivision and
 Part of the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M.,
 Stanton County, Nebraska



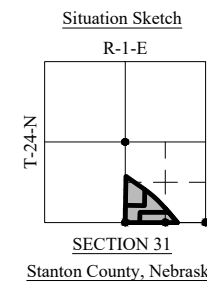
Drawn By: LRR
 Date: October 21, 2022
 Revised: March 21, 2023
 Project Number: S-084-086
 Scale: 1" = 100'



Lot Area	Street Addresses
Lot 1 (10.20 Acres)	3530 E. Highway 24
Lot 2 (18.04 Acres)	2305 Crown Road OR 3430 E. Highway 24
Lot 3 (13.38 Acres)	2005 Crown Road OR 3300 E. Highway 24

Parcel No. 0001917.00 & 0001917.01

NOTE: A five (5) foot sidewalk shall be constructed by the owner on the street side or sides of each lot in the addition abutting on a platted street as provided for in Ordinance No. 5617 of the City of Norfolk, passed and approved on June 3, 2019.



LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" LB. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (RC) Richard C. Johnson, LS #429, dated November 27, 1989 (LFS) LaVern F. Schroeder, LS #312, dated April 10, 1983, April 15, 2015, & May 6, 2005.
- S — Setback Line
- - - - - Utility & Drainage Easement Line

This survey was prepared at the request of Todd Luedcke, Stanton County, Nebraska.

FIELD NOTES

- A) Center of Section 31, T24N, R1E: Found 1-1/4" Iron Pipe, 1.2 feet deep. 5.69' NNW to Punch Hole on Top of CMP West End. 51.53' NE to Nail on Top of Fence Post. 36.57' NE to Punch Hole on Top of CMP East End. 35.46' NE to Nail on Top of Fence Post. 51.59' East to Nail on Top of Fence Post. 11' East to Centerline of Gravel Road North and South.
- B) Southwest Corner, Southeast 1/4, Section 31, T24N, R1E: Found 1/2" Iron Pipe with Aluminum Cap LS #312, 0.4 feet deep. 34.19' SW to Punch Hole on Top of CMP North End. 32.99' West to 1/2" Rebar Witness. 33.85' West to Double Head Nail in Power Pole. 41.36' NNE to 1/4" Rebar Witness. 25.80' East to Nail on Top of Post. 32.55' SE to 5/8" Iron Bar Witness.
- C) Southeast Corner, Southwest 1/4, Southeast 1/4, Section 31, T24N, R1E: Found 1" Iron Pipe LS #429, Flush with ground. 20.03' West to Double Head Nail on Top of Railroad Tie Corner Fence Post. 2.27' East to Nail on Top of Fence Post. 38.24' East to Nail on Top of Fence Post.
- D) Southeast Corner, Section 31, T24N, R1E: Found 1/2" Iron Pipe, 0.4 feet deep. 60.49' SSW to Nail in Power Pole. 41.96' NW to Double Head Nail in Power Pole. 60.21' NNW to Nail on Top of Fence Post. 30.84' NNW to Punch Hole on Top of CMP West End. 33.42' NNE to Punch Hole on Top of CMP East End. 45.36' SSE to 5/8" Iron Bar Witness.

LEGAL DESCRIPTION

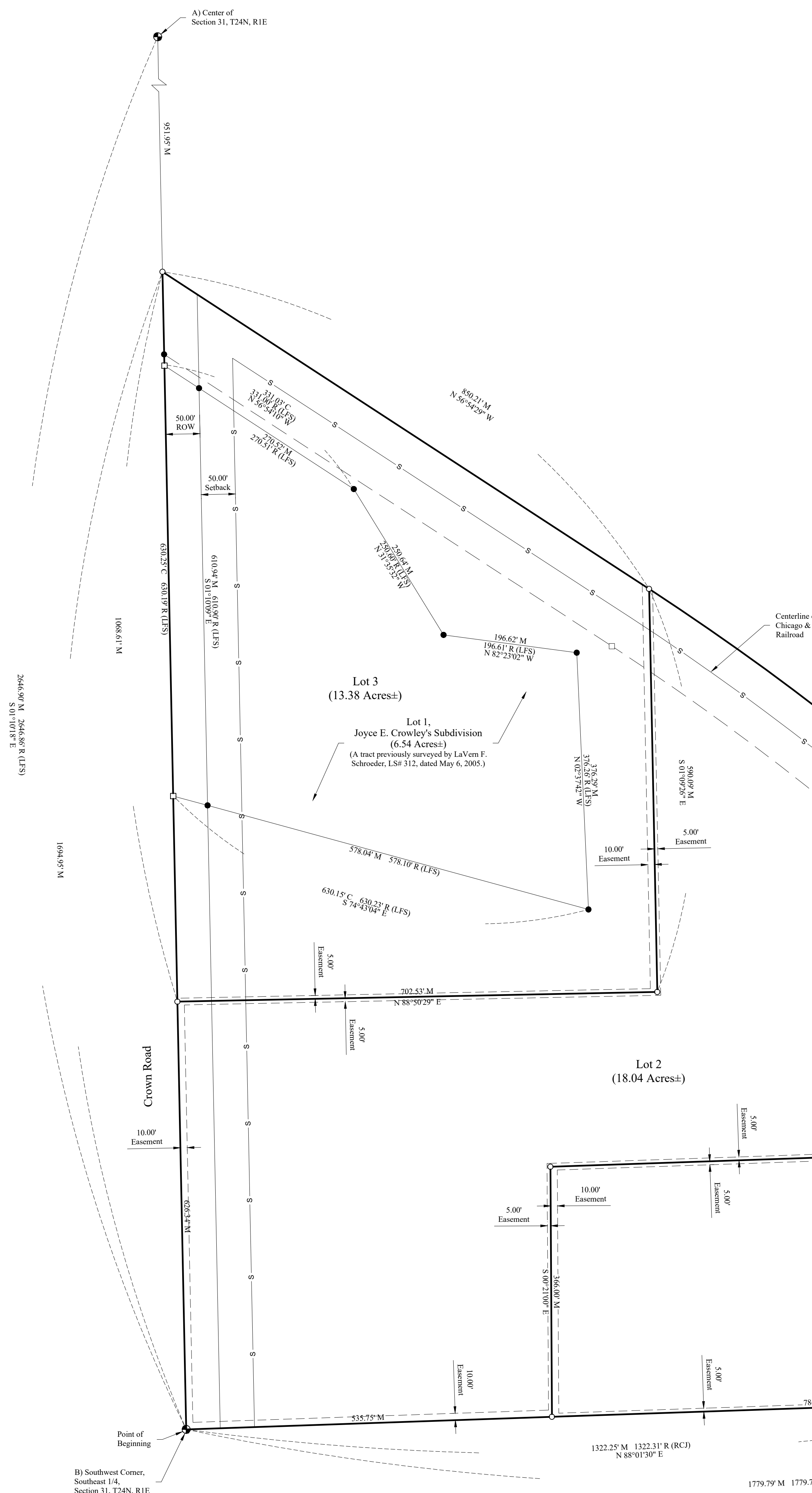
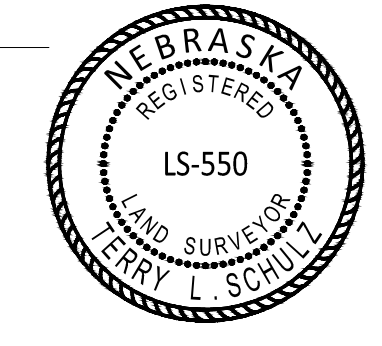
Lot 1, Joyce E. Crowley's Subdivision and a tract of land located in the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska; thence N 88°01'30" E on the South line of the Southwest 1/4 of said Southeast 1/4, 1322.25 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4; thence N 88°04'18" E on the South line of the Southeast 1/4 of said Southeast 1/4, 588.97 feet to a point on the East Right-of-Way line of the Chicago & Northwestern Railroad Right-of-Way, now abandoned; thence N 42°28'36" W on said East Right-of-Way line, 726.93 feet to a point of curvature; thence Northwest on a 3869.83 foot radius curve to the left, 974.87 feet of which said curve has a chord bearing of N 49°42'07" W, 972.31 feet; thence N 56°54'29" W, 850.21 feet to a point on the West line of said Southeast 1/4; thence S 01°10'18" E on said West line, 1694.95 feet to the Point of Beginning, containing 41.62 acres more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on June 6, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, Date _____
 State of Nebraska, LS #550



DEDICATION & WAIVER

I, Brooke N. Sherbeck, owner of the tract of land described in the surveyor's certificate have caused to be made a survey and plat of said tract of land as shown herein. Said tract of land shall hereinafter be known as SHERBECK SUBDIVISION, Stanton County, Nebraska, being a tract of land located in Lot 1, Joyce E. Crowley's Subdivision and part of the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska.

I do hereby provide easements for the construction and maintenance of utilities and drainage of 5.0 feet along the side lot lines and 10.0 feet along the rear lines of all lots in the subdivision as shown on the plat herein.

I do hereby waive any right to claims as a result of damages occasioned by the establishment of grades or alterations of the surface of any portion of streets and alleys to conform to established grades.

By _____
 Title: _____
 Printed Name: _____

STATE OF NEBRASKA)
) ss
 COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public, in and for said County and State, personally came Brooke N. Sherbeck, who executed the foregoing instrument and acknowledged before me that he executed the same as his voluntary act and deed.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN.

Name (Printed) _____ Notary Public (Signature) _____

MY COMMISSION EXPIRES: _____

MORTGAGE NOTE

Trust Bank, 111 Millport Circle, Greenville Circle, South Carolina, 29607, the holder of a mortgage on the real estate shown on the accompanying plat and described in the legal description hereon, do hereby concur with the replating of said real estate as "SHERBECK SUBDIVISION" as shown.

Signed _____ day of _____, 2023.

By _____
 Title: _____
 Printed Name: _____

STATE OF _____)
) ss
 COUNTY OF _____)

On this _____ day of _____, 2023, before me, a Notary Public, in and for said County and State, personally came _____ of TRUIST BANK, who executed the foregoing instrument and acknowledged before me that he executed the same as his voluntary act and deed.

WITNESS MY HAND AND OFFICIAL SEAL ON THE DATE LAST WRITTEN.

Name (Printed) _____ Notary Public (Signature) _____

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL

The foregoing and within Plat, Dedication and Instrument were approved by the Planning Commission of the City of Norfolk, Madison County, Nebraska.

this _____ day of _____, 2023.

Chairman _____
 Dan Spoy

TREASURER'S CERTIFICATE

The foregoing and within plat and instrument have no regular or special taxes due or delinquent against the platted land.

Dated this _____ day of _____, 2023.

Stanton County Treasurer _____

CITY COUNCIL APPROVAL

The foregoing and within Plat, Dedication and Instrument were approved by the Honorable Mayor and City Council of the City of Norfolk, Madison County, Nebraska.

Nebraska, this _____ day of _____, 2023.

City Clerk _____ Mayor _____
 Brianna Duerst Josh Moening

May 2, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

On May 2, 2023 the Norfolk Planning Commission reviewed the final plat of Sherbeck Subdivision.

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

The Planning Commission recommends approval of the request with an 8-0 vote.

Sincerely,



Dirk Waite, Vice-Chair
Norfolk Planning Commission

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

RESOLUTION NO. 2023-22

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

Lot 1, Joyce E. Crowley's Subdivision and a tract of land located in the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of Section 31, T24N, R1E of the 6th P.M., Stanton County, Nebraska; thence N 88°01'30" E on the South line of the Southwest 1/4 of said Southeast 1/4, 1322.25 feet to the Southeast corner of the Southwest 1/4 of said Southeast 1/4; thence N 88°04'18" E on the South line of the Southeast 1/4 of said Southeast 1/4, 588.97 feet to a point on the East Right-of-Way line of the Chicago & Northwestern Railroad Right-of-Way, now abandoned; thence N 42°28'36" W on said East Right-of-Way line, 726.93 feet to a point of curvature; thence Northwesterly on a 3869.83 foot radius curve to the left, 974.87 feet of which said curve has a chord bearing of N 49°42'07" W, 972.31 feet; thence N 56°54'29" W, 850.21 feet to a point on the West line of said Southeast 1/4; thence S 01°10'18" E on said West line, 1694.95 feet to the Point of Beginning, containing 41.62 acres more or less.

WHEREAS, said property is owned by Brooke N. Sherbeck; and

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

Public Hearing

The Mayor and City Council of the City of Norfolk, Nebraska will hold a public hearing on Monday, May 15, 2023 at 5:30 p.m. in the City Council Chambers, 309 N 5th Street, Norfolk, Nebraska to hear comments regarding the “Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project” legally described as:

Lot 9 and the West Half and East Half of the South Half of Lot 10, and the West 21 feet on the South Half of Lot 11, Block 6, Koenigstein’s First Addition to Norfolk, Madison County, Nebraska; AND

The North Half of the East Half of Lot 10 and the East 45 feet and the North Half of the West 21 feet of Lot 11, Block 6, Koenigstein’s (First) Addition to the City of Norfolk, Madison County, Nebraska.

The Redevelopment Plan for the Phillip Avenue Apartments Redevelopment Project, map and cost-benefit analysis can be found at:

<https://norfolkne.gov/government/departments/planning-and-development/blight-studies-and-redevelopment-projects/phillip-ave-redevelopment-project.html>

Publish (April 28 and May 5, 2023)
2 P.O.P.’s

**REDEVELOPMENT PLAN FOR THE
PHILLIP AVENUE APARTMENTS REDEVELOPMENT PROJECT**

PREPARED MARCH, 2023

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

A. Introduction

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

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the “Downtown District Redevelopment Area” (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project, proposed by Phillip Avenue Apartments, LLC (“Redeveloper”), within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the construction of an approximately 30-unit apartment complex, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the Redevelopment Area. The Redevelopment Area is identical to the "Downtown District Redevelopment Area," which the Mayor and Council previously declared blighted and substandard and in need of redevelopment. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located at 414 W Phillip Ave, to the northeast of the intersection of S 5th St and Phillip Ave, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

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

and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a "Mixed Use" designation for future use of the Project Site. Mixed Use allows for myriad of uses, including multi-family apartments. Accordingly, the anticipated uses associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following objectives with respect to the downtown area:

- Zoning regulations should encourage and allow vertical mixed-use (residential and office uses on upper floors above ground-level retail, or services) and live-work units in downtown.
- Downtown and its immediate fringe areas should offer a wide variety of medium to high-density housing options to support retail, restaurants, professional services, and entertainment venues.

The Redevelopment Project will assist in carrying out the above objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the construction of an approximately 30-unit apartment complex on the Project Site. Redeveloper recently acquired the Project Site from Elkhorn Valley Community Development Corp. for a purchase price of \$275,000. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project (the "Site Plan").

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of paved and non-paved surfaces and a single vacant structure. The land area of the Project Site is approximately 0.8 acres.

2. Existing Zoning

The Project Site is currently zoned as R-3 (Multiple-Family Residential District).

3. Existing Public Improvements

Public access to the Project Site currently exists from both S 5th St and Phillip Ave. The Project Site is without internal sanitary sewer, water, electrical service, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

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

Public access to the Project Site currently exists via S 5th St and Phillip Ave. Redeveloper will construct paving for ingress and egress from S 5th St. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will extend water and sanitary sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

c. Other incidental improvements

Redeveloper will extend electric and communication utilities to the apartment building on the Project Site. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

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

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. The existing vacant building on the Project Site will be demolished as part of the Redevelopment Project.

f. Population Density

The Project Site currently sits vacant. The Redevelopment Project is residential in nature and will result in an increase to population density. However, the City desires increased population density, via a variety of housing types, in the downtown area.

g. Land Coverage

The Project Site is approximately 0.8 acres, consisting of a 1,200 square foot (vacant) structure and paved and non-paved surfaces. Land coverage and building densities will increase as a result of the Redevelopment Project, which will consist of the construction of an approximately 11,900 square foot building, as shown on the Site Plan. Additionally, some of the current paved and non-paved surfaces will be removed and replaced with green space. The Redevelopment Project will be required to comply with all applicable land coverage ratio and building density criteria under the City's zoning code.

h. Parking

As shown on the Site Plan, Redeveloper estimates the parking lot serving the building will consist of approximately 53 stalls. There will be a cross parking agreement with the adjacent owner, Midtown Health, to achieve a minimum of two stalls per dwelling unit consistent with parking requirements under the City's zoning code.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-3 (Multiple-Family Residential District). Accordingly, a zoning change will not be required as part of the Redevelopment Project.

Notwithstanding, Redeveloper shall be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the construction of an approximately 30-unit apartment complex, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$5,032,000. The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of the Redevelopment Project will commence in the spring of 2023, and will be completed by the summer of 2025. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

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

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid

into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

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

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

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper represented and warranted in its TIF application that increased construction costs, inflation and interest rate increases make this project not feasible without TIF.

Additionally, Redeveloper provided in its application a projected cash on cash return on investment for the Redevelopment Project, both with and without TIF. Without TIF, the average return on investment over the first ten years is 0.55%. Such a return is inadequate with respect to prudent investment and/or financing. With TIF, the average return on investment over the first ten years is 5.86%.

Additionally, the current conditions of the Project Site, and the added site preparation costs related thereto, contribute to the site’s blighted and substandard condition and the infeasibility of its development without the assistance of TIF. In consideration of the foregoing, the City and Agency have determined that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$445,000. The TIF Indebtedness shall bear interest at a rate not to exceed 9.00% per annum. The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

The total estimated cost of the Redevelopment Project is \$5,032,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

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

Exhibits:

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

EXHIBIT "A"

Redevelopment Area and Existing Land Use



Exhibit "A"

EXHIBIT "A-1"

Project Site and Existing Land Use

Legal Description:

Lot 9 and the West Half and East Half of the South Half of Lot 10, and the West 21 feet of the South Half of Lot 11, Block 6, Koenigstein's First Addition to Norfolk, Madison County, Nebraska; AND

The North Half of the East Half of Lot 10 and the East 45 feet and the North Half of the West 21 feet of Lot 11, Block 6, Koenigstein's (First) Addition to the City of Norfolk, Madison County, Nebraska

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

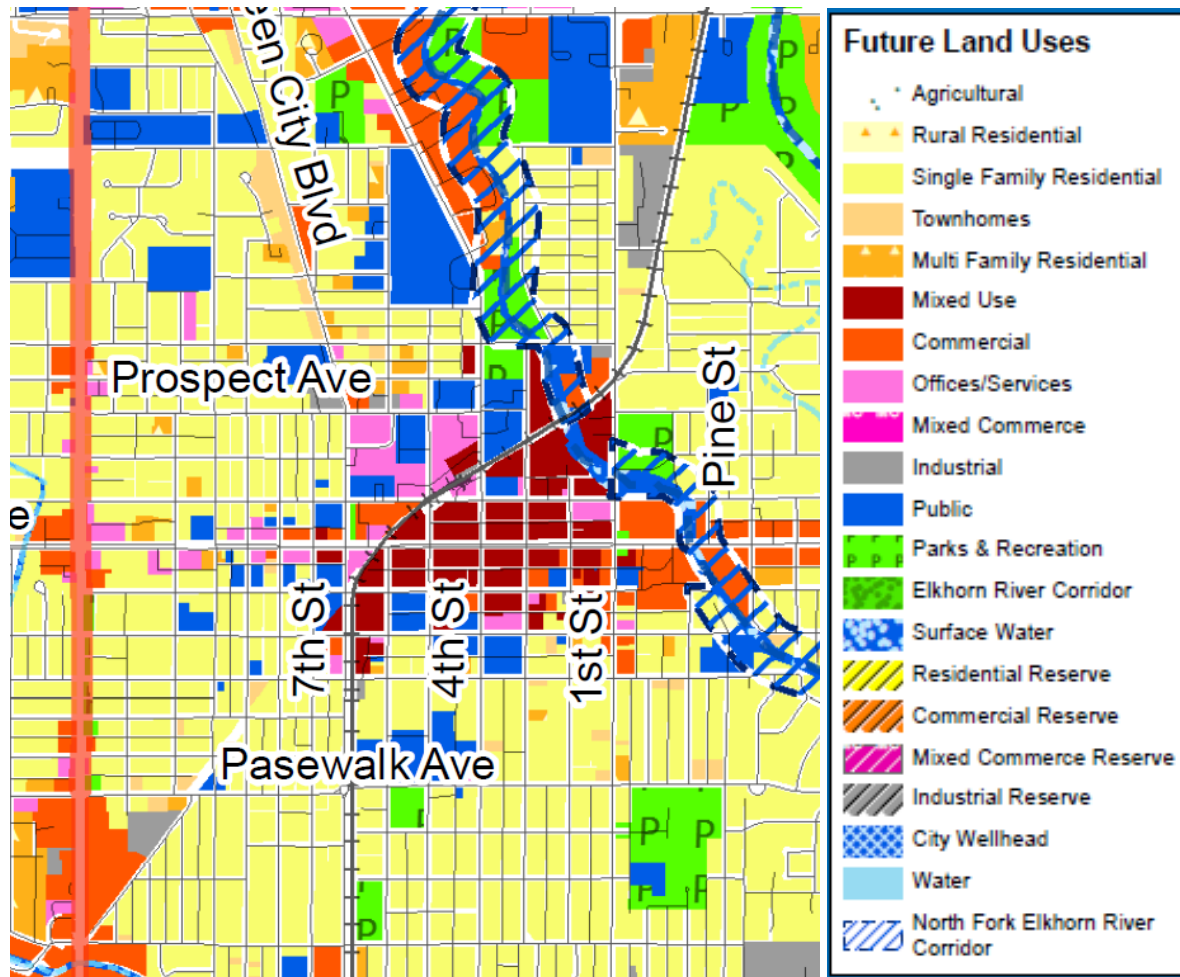
Depiction and Current Condition (outlined in red):



Exhibit "A-1"

EXHIBIT "B"

Future Land Use Map

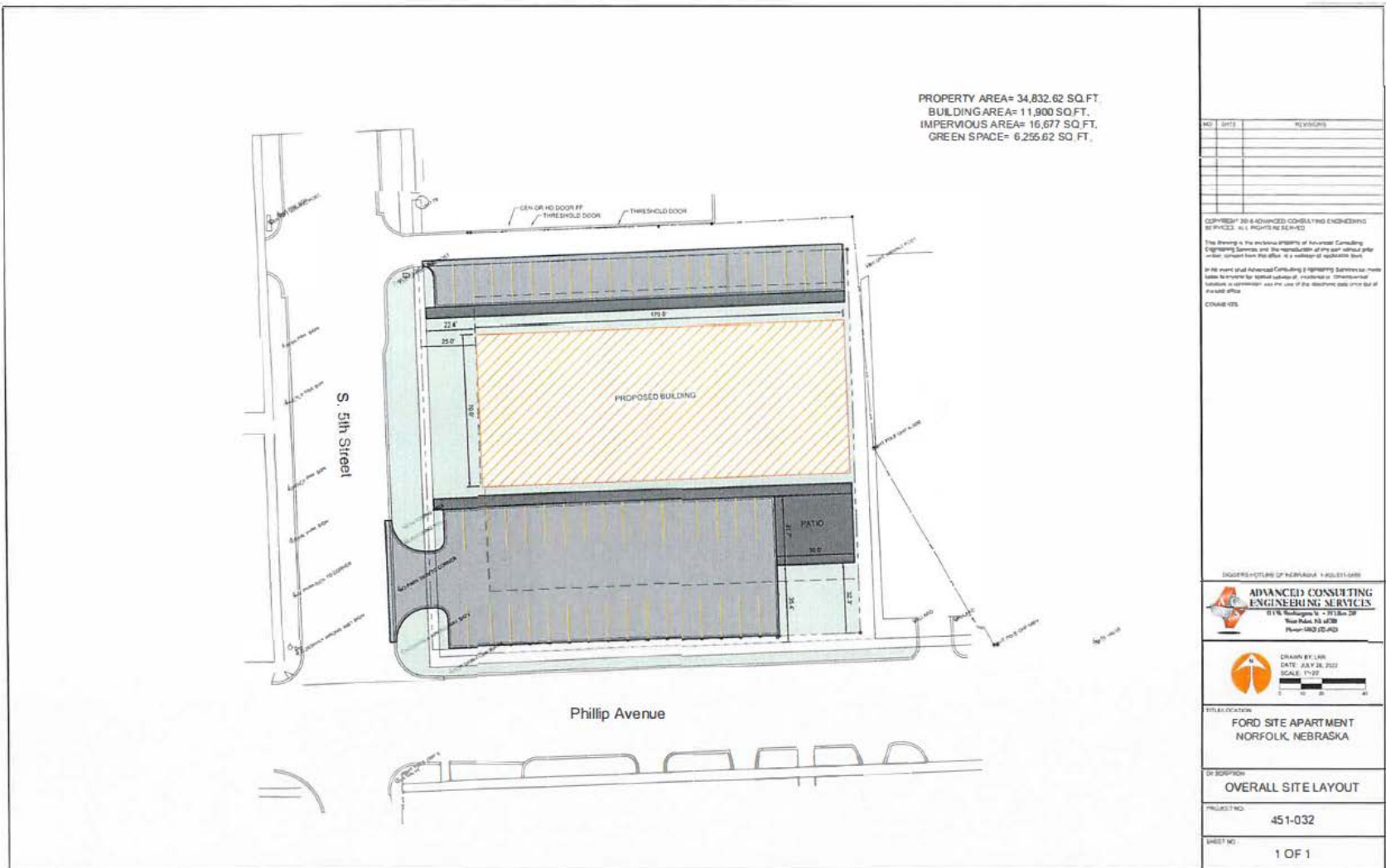


* Project Site designated as Mixed Use.

Exhibit "B"

EXHIBIT "C"

Site Plan and Future Land Use



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

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

Construction Cost	\$4,531,000
Site Acquisition Cost	\$275,000
Site Work & Demo	\$85,000
Water & Sewer Infrastructure	\$52,000
NPPD Infrastructure Cost	\$36,000
Site Engineering	\$28,000
City Legal Fee	\$10,000
Legal and Admin	\$15,000
Total Project Cost	\$5,032,000
Owner's Equity 20%	\$1,006,400
Bank Financing	\$4,025,600

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

EXHIBIT "E"

Sources and Uses of TIF

USES:

Site Acquisition	\$275,000
Dirt Work and removal of building and concrete	\$85,000
Water Extension	\$35,000
Sewer Extension	\$17,000
Electrical Lines	\$36,000
Site Engineering Fees	\$28,000
Legal Fees	\$25,000
<hr/>	
TOTAL	\$501,000

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

SOURCES:

General Assumptions:

Base Value:	\$101,184
Final Value:	\$2,950,000
Tax Levy (2022):	1.960172
Annual TIF Revenues:	\$55,284
Total TIF Revenues:	\$829,260
TIF Indebtedness:	\$445,000
Interest Rate:	9%

EXHIBIT "F"

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

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

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

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

Notes:

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

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

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from S 5th St, along with the construction and/or extension of utilities to serve the apartments on the lot. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

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

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

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

The Redevelopment Project will result in the creation of two jobs within the Project Site related to apartment management/maintenance. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

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

The Redevelopment Project will provide needed apartment housing for employees that work in the downtown area. It is also anticipated that this project will provide housing for Wayne State students participating in the Growing Together Initiative. The Growing Together Initiative is aimed at keeping young people in the area as well as attracting other young people to the area. This will also benefit area employers in their ability to attract and retain workers. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

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

The increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments

is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

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

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

DOCS/2936977.3

RESOLUTION NO. 2023- 23

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

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

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

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

PASSED AND APPROVED this 15th day of May, 2023.

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

**Asphalt Overlays 2023-1
Bid Tabulation
April 18, 2023 @ 2:00 pm**

				Knife River 2220 Hawkeye Drive Sioux City, IA 51105		Grimes Asphalt & Paving 5550 NE 22nd Street Des Moines, IA 50313	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
Schedule 1: N Victory Road - Benjamin Avenue North ~2678'							
1-1	Mobilization	1	Lump Sum	\$19,498.55	\$19,498.55	\$73,250.00	\$73,250.00
1-2	Traffic Control	1	Lump Sum	\$58,354.92	\$58,354.92	\$61,900.00	\$61,900.00
1-3	Concrete Pavement Repair	897	Sq. Yds.	\$248.20	\$222,635.40	\$177.50	\$159,217.50
1-4	1" Concrete Surface Milling	7756	Sq. Yds.	\$9.01	\$69,881.56	\$2.00	\$15,512.00
1-5	Asphaltic Concrete for Patching, Type "SPR"	25	Tons	\$181.78	\$4,544.50	\$405.00	\$10,125.00
1-6	Asphaltic Concrete Overlay 2" , Type "SPR"	981	Tons	\$106.20	\$104,182.20	\$145.00	\$142,245.00
1-7	Asphaltic Concrete shoulder 6" , Type "SPR"	892	Tons	\$106.82	\$95,283.44	\$146.50	\$130,678.00
1-8	Earth Shoulder Construction	52.90	Sta.	\$1,571.66	\$83,140.81	\$1,300.00	\$68,770.00
1-9	Adjust Valve to Grade	1	Each	\$217.25	\$217.25	\$775.00	\$775.00
Subtotal for Schedule 1: North Victory Road					\$657,738.63		\$662,472.50
Schedule 2: East Monroe, 4th Street East ~4100'							
2-1	Mobilization	1	Lump Sum	\$19,498.55	\$19,498.55	\$35,800.00	\$35,800.00
2-2	Traffic Control	1	Lump Sum	\$25,150.08	\$25,150.08	\$56,725.00	\$56,725.00
2-3	Concrete Pavement Repair	367	Sq. Yds.	\$221.33	\$81,228.11	\$205.00	\$75,235.00
2-4	2" Cold Milling, Class 3	3,922	Sq. Yds.	\$3.34	\$13,099.48	\$5.50	\$21,571.00
2-5	1" Concrete Surface Milling	6,652	Sq. Yds.	\$8.38	\$55,743.76	\$2.50	\$16,630.00
2-6	Asphaltic Concrete for Patching, Type "SPR"	25	Tons	\$181.78	\$4,544.50	\$405.00	\$10,125.00
2-7	Asphaltic Concrete Overlay 2" , Type "SPR"	1,338	Tons	\$106.23	\$142,135.74	\$142.00	\$189,996.00
2-8	Adjust Manhole to Grade	5	Each	\$2,348.66	\$11,743.30	\$2,775.00	\$13,875.00
2-9	Adjust Valve to Grade	5	Each	\$217.24	\$1,086.20	\$775.00	\$3,875.00
Subtotal for Schedule 2: East Monroe					\$354,229.72		\$423,832.00
Schedule 3: Vehicle Parking District Parking Lots							
3-1	Mobilization	1	Lump Sum	\$17,176.37	\$17,176.37	\$32,400.00	\$32,400.00
3-2	Traffic Control	1	Lump Sum	\$4,148.35	\$4,148.35	\$4,750.00	\$4,750.00
3-3	1" Concrete Surface Milling	1267	SY	\$10.27	\$13,012.09	\$4.00	\$5,068.00

**Asphalt Overlays 2023-1
Bid Tabulation
April 18, 2023 @ 2:00 pm**

				Knife River 2220 Hawkeye Drive Sioux City, IA 51105	Grimes Asphalt & Paving 5550 NE 22nd Street Des Moines, IA 50313		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
3-4	2" Cold Milling, Class 3	12802	SY	\$4.11	\$52,616.22	\$5.80	\$74,251.60
3-5	Asphaltic Concrete for Patching 2", Type "SLX"	25	Tons	\$205.56	\$5,139.00	\$405.00	\$10,125.00
3-6	Asphaltic Concrete Overlay 2" , Type "SLX"	1619	Tons	\$138.99	\$225,024.81	\$160.00	\$259,040.00
Subtotal for Schedule 3: VPD Parking Lots					\$317,116.84		\$385,634.60
Schedule 4: Madison Avenue; 1st Street to 7th Street							
4-1	Mobilization	1	Lump Sum	\$19,530.35	\$19,530.35	\$36,100.00	\$36,100.00
4-2	Traffic Control	1	Lump Sum	\$27,460.08	\$27,460.08	\$21,925.00	\$21,925.00
4-3	2" Cold Milling, Class 3	11235	Sq. Yds.	\$3.24	\$36,401.40	\$3.50	\$39,322.50
4-5	Concrete Repair	150	Sq. Yds.	\$187.39	\$28,108.50	\$200.00	\$30,000.00
4-6	2' Width Curb and Gutter (Remove and Replace)	685	Lin. Ft.	\$91.41	\$62,615.85	\$68.00	\$46,580.00
4-7	Asphaltic Concrete for Patching 2", Type "SLX"	50	Tons	\$205.56	\$10,278.00	\$405.00	\$20,250.00
4-8	Asphaltic Concrete Overlay 2" , Type "SLX"	1421	Tons	\$130.03	\$184,772.63	\$150.00	\$213,150.00
4-9	Adjust Manhole to Grade	16	Each	\$2,348.23	\$37,571.68	\$2,775.00	\$44,400.00
4-10	Adjust Valve to Grade	15	Each	\$217.25	\$3,258.75	\$775.00	\$11,625.00
Subtotal for Schedule 4: Madison Avenue					\$409,997.24		\$463,352.50
Schedule 5: Norfolk Avenue; 7th Street to 9th Street							
5-1	Mobilization	1	Lump Sum	\$12,435.40	\$12,435.40	\$15,950.00	\$15,950.00
5-2	Traffic Control	1	Lump Sum	\$16,070.28	\$16,070.28	\$14,450.00	\$14,450.00
5-3	2" Cold Milling, Class 3	4065	Sq. Yds.	\$3.24	\$13,170.60	\$4.40	\$17,886.00
5-4	Asphaltic Concrete for Patching, Type "SLX"	25	Tons	\$205.56	\$5,139.00	\$405.00	\$10,125.00
5-5	Asphaltic Concrete Overlay 2" , Type "SLX"	514	Tons	\$135.87	\$69,837.18	\$135.00	\$69,390.00
5-6	Adjust Manhole to Grade	1	Each	\$2,350.33	\$2,350.33	\$2,775.00	\$2,775.00
5-7	Adjust Valve to Grade	2	Each	\$217.24	\$434.48	\$775.00	\$1,550.00
Subtotal for Schedule 5: Norfolk Avenue					\$119,437.27		\$132,126.00
Schedule 6: 5th Street, Center Lane							
6-1	Mobilization	1	Lump Sum	\$12,435.40	\$12,435.40	\$7,600.00	\$7,600.00

**Asphalt Overlays 2023-1
Bid Tabulation
April 18, 2023 @ 2:00 pm**

ITEM	DESCRIPTION	QUANTITY	UNIT	Knife River 2220 Hawkeye Drive Sioux City, IA 51105		Grimes Asphalt & Paving 5550 NE 22nd Street Des Moines, IA 50313	
				UNIT COST	TOTAL	UNIT COST	TOTAL
6-2	Traffic Control	1	Lump Sum	\$2,963.11	\$2,963.11	\$4,750.00	\$4,750.00
6-3	2" Cold Milling, Class 3	221	SY	\$9.48	\$2,095.08	\$14.75	\$3,259.75
6-4	Asphaltic Concrete for Patching, 2" Type "SLX"	10	Tons	\$205.56	\$2,055.60	\$405.00	\$4,050.00
6-5	Asphaltic Concrete Overlay 2" , Type "SLX"	14	Tons	\$224.71	\$3,145.94	\$275.00	\$3,850.00
Subtotal for Schedule 6: 5th Street					\$22,695.13		\$23,509.75
Schedule 7: Blaine Street (Hy-Vee East)							
7-1	Mobilization	1	Lump Sum	\$7,694.43	\$7,694.43	\$2,600.00	\$2,600.00
7-2	Traffic Control	1	Lump Sum	\$2,963.11	\$2,963.11	\$4,750.00	\$4,750.00
7-3	Asphaltic Concrete for Patching, 2" Type "SLX"	25	Tons	\$205.56	\$5,139.00	\$405.00	\$10,125.00
7-4	Asphaltic Concrete Overlay 2" , Type "SLX"	182	Tons	\$139.01	\$25,299.82	\$160.00	\$29,120.00
Subtotal for Schedule 7: Blaine Street					\$41,096.36		\$46,595.00
Schedule 8: E. Benjamin Avenue at Flood Control							
8-1	Mobilization	1	Lump Sum	\$12,435.40	\$12,435.40	\$1,700.00	\$1,700.00
8-2	Traffic Control	1	Lump Sum	\$2,370.49	\$2,370.49	\$4,750.00	\$4,750.00
8-3	2" Cold Milling, Class 3	178	Sq. Yds.	\$9.48	\$1,687.44	\$18.25	\$3,248.50
8-4	Asphaltic Concrete for Patching 2" , Type "SPR"	5	Tons	\$181.79	\$908.95	\$405.00	\$2,025.00
8-5	Asphaltic Concrete Overlay 2" , Type "SPR"	22	Tons	\$146.24	\$3,217.28	\$225.00	\$4,950.00
Subtotal for Schedule 8: E. Benjamin Avenue at Flood Control					\$20,619.56		\$16,673.50
Total Bid Asphalt Overlays 2023-1					\$1,942,930.75		\$2,154,195.85

Date of Issuance: _____ Effective Date: **May 15, 2023**
 Owner: **City of Norfolk, NE** Owner's Contract No.: _____
 Contractor: **United Contractors, INC.** Contractor's Project No.: _____
 Engineer: **JEO Consulting Group, Inc.** Engineer's Project No.: **181486.01**
1st Street Bridge and Instream
 Project: **Improvements** Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:
 Description: **Addition of Johnson's Park removals, grading, drainage, paving and trails (including pedestrian bridge).**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>9,337,720.71</u>	Original Contract Times: _____ Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>(17,005.91)</u>	[Increase] [Decrease] from previously approved Change Orders No. to No. ____: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>9,320,714.80</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>1,570,905.85</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>10,891,620.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 15, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates

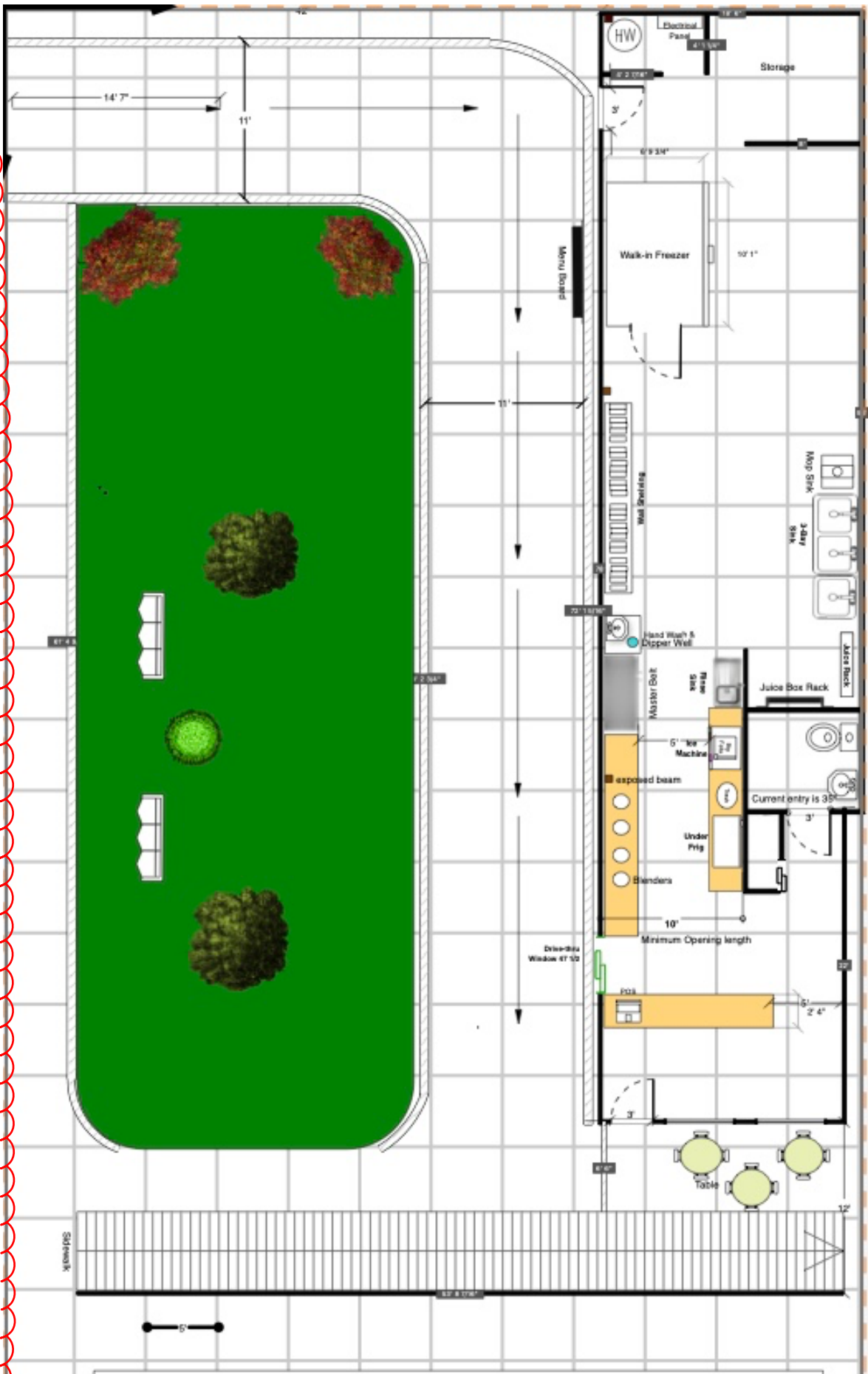
<p>RECOMMENDED: By: <u>[Signature]</u> By: _____ Title: <u>City Engineer</u> Title: <u>Mayor</u> Date: <u>5/10/23</u> Date: _____</p>	<p>ACCEPTED: By: <u>[Signature]</u> By: _____ Title: <u>Project Manager</u> Title: _____ Date: <u>5/10/23</u> Date: _____ United Contractors, Inc.</p>
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Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

Change Order Estimate

Project Name: 1st Street Bridge, and Instream Improvements		Project Number: 181486.01							
Owner: City of Norfolk, NE		Change Order Number: 4							
Contractor: United Contractors, Inc		Effective Date: May 15, 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 (\$)
CO #4	Group K - Johnson's Park Removals, Grading & Drainage								
1	Mobilization	\$150,000.00	LS	0	\$0.00	1	\$150,000.00	1	\$150,000.00
2	Earthwork Measures in Embankment (Established Quantity)	\$25.00	CY	0	\$0.00	6665	\$166,625.00	6665	\$166,625.00
3	Stripping & Topsoiling (EQ)	\$7.00	CY	0	\$0.00	2193	\$15,351.00	2193	\$15,351.00
4	Clearing and Grubbing	\$4,000.00	LS	0	\$0.00	1	\$4,000.00	1	\$4,000.00
5	Remove Concrete Sidewalk - Lower	\$5.50	SF	0	\$0.00	3125	\$17,187.50	3125	\$17,187.50
6	Remove Gravel Surfacing	\$5.00	SY	0	\$0.00	1890	\$9,450.00	1890	\$9,450.00
7	Remove Restroom Building & Foundation	\$800.00	LS	0	\$0.00	1	\$800.00	1	\$800.00
8	Remove Picnic Foundation	\$800.00	EA	0	\$0.00	2	\$1,600.00	2	\$1,600.00
9	Remove Playground Foundations & Surfacing	\$800.00	LS	0	\$0.00	1	\$800.00	1	\$800.00
10	Remove Bench Foundation/Footing	\$500.00	EA	0	\$0.00	5	\$2,500.00	5	\$2,500.00
11	Remove Grill Footings	\$500.00	EA	0	\$0.00	2	\$1,000.00	2	\$1,000.00
12	Remove Building Foundation (Greenhouse)	\$1,600.00	LS	0	\$0.00	1	\$1,600.00	1	\$1,600.00
13	Remove Retaining Wall	\$120.00	LF	0	\$0.00	35	\$4,200.00	35	\$4,200.00
14	Remove Johnson Park Sign	\$550.00	LS	0	\$0.00	1	\$550.00	1	\$550.00
15	48" Dia. Storm Sewer Manhole	\$8,500.00	LS	0	\$0.00	1	\$8,500.00	1	\$8,500.00
16	72" Dia. Storm Sewer Manhole	\$10,600.00	EA	0	\$0.00	1	\$10,600.00	1	\$10,600.00
17	Grate Inlet	\$6,800.00	EA	0	\$0.00	1	\$6,800.00	1	\$6,800.00
18	Area Inlet (HDPE)	\$5,500.00	EA	0	\$0.00	4	\$22,000.00	4	\$22,000.00
19	12" HDPE Storm Sewer	\$58.00	EA	0	\$0.00	65	\$3,770.00	65	\$3,770.00
20	15" HDPE Storm Sewer	\$68.00	LF	0	\$0.00	361	\$24,548.00	361	\$24,548.00
21	24" HDPE Storm Sewer	\$79.00	LF	0	\$0.00	360	\$28,440.00	360	\$28,440.00
22	Modular Block Retaining Wall	\$114.65	SF	0	\$0.00	465	\$53,312.25	465	\$53,312.25
23	Limestone Block Retaining Wall	\$86.35	SF	0	\$0.00	454	\$39,202.90	454	\$39,202.90
24	Decorative Fencing	\$196.00	LF	0	\$0.00	118	\$23,128.00	118	\$23,128.00
25	Silt Fence, Low Porosity	\$3.00	LF	0	\$0.00	475	\$1,425.00	475	\$1,425.00
26	Area Inlet Sediment Filter	\$500.00	EA	0	\$0.00	5	\$2,500.00	5	\$2,500.00
27	Pipe Outlet Protection	\$2,035.00	EA	0	\$0.00	2	\$4,070.00	2	\$4,070.00
28	Straw Wattle	\$6.20	LF	0	\$0.00	530	\$3,286.00	530	\$3,286.00
29	Construction Entrance	\$3,500.00	EA	0	\$0.00	1	\$3,500.00	1	\$3,500.00
30	Overexcavation/Unsuitable Material	\$50.00	CY	0	\$0.00	300	\$15,000.00	300	\$15,000.00
31	Construction and Debris Haul Off	\$1,155.00	TON	0	\$0.00	4	\$4,620.00	4	\$4,620.00
	Subtotal Group K						\$630,365.65		\$630,365.65
CO #4	Group L - Johnson's Park Paving & Trails (Including pedestrian bridge)								
1	6" Concrete Sidewalk - Lower	\$12.05	SF	0	\$0.00	9233	\$111,257.65	9233	\$111,257.65
2	5" Concrete Sidewalk - Lower	\$11.15	SF	0	\$0.00	13297	\$148,261.55	13297	\$148,261.55
3	Bicycle Rack Pad - Lower	\$2,540.00	EA	0	\$0.00	1	\$2,540.00	1	\$2,540.00
4	Park Bench pad - Lower	\$2,340.00	EA	0	\$0.00	7	\$16,380.00	7	\$16,380.00
5	Abutment No. 1 - Excavation	\$1,500.00	LS	0	\$0.00	1	\$1,500.00	1	\$1,500.00
6	Abutment No. 2 - Excavation	\$1,500.00	LS	0	\$0.00	1	\$1,500.00	1	\$1,500.00
7	Granular Backfill	\$125.00	CY	0	\$0.00	25	\$3,125.00	25	\$3,125.00
8	Class 47B-3000 Concrete for Bridges	\$850.00	CY	0	\$0.00	39	\$33,150.00	39	\$33,150.00
9	Epoxy Coated Reinforcing Steel	\$3.50	LB	0	\$0.00	4860	\$17,010.00	4860	\$17,010.00
10	HP 10 Inch x 42 Lb. Steel Piling	\$95.00	LF	0	\$0.00	360	\$34,200.00	360	\$34,200.00
11	Steel Sheet Piling	\$32.00	SF	0	\$0.00	329	\$10,528.00	329	\$10,528.00
12	Prefabricated Pedestrian bridge at Sta. 12+93.66	\$526,308.00	LS	0	\$0.00	1	\$526,308.00	1	\$526,308.00
13	2" HDPE Electrical Conduit Sleeve	\$10.00	LF	0	\$0.00	228	\$2,280.00	228	\$2,280.00
14	HDPE Irrigation Conduit Sleeve 2"	\$10.00	LF	0	\$0.00	250	\$2,500.00	250	\$2,500.00
15	Compacted Fill	\$25.00	CY	0	\$0.00	1200	\$30,000.00	1200	\$30,000.00
	Subtotal Group L						\$940,540.20		\$940,540.20
	Grand Total Change Order No. 4						\$1,570,905.85		\$1,570,905.85

No Parking

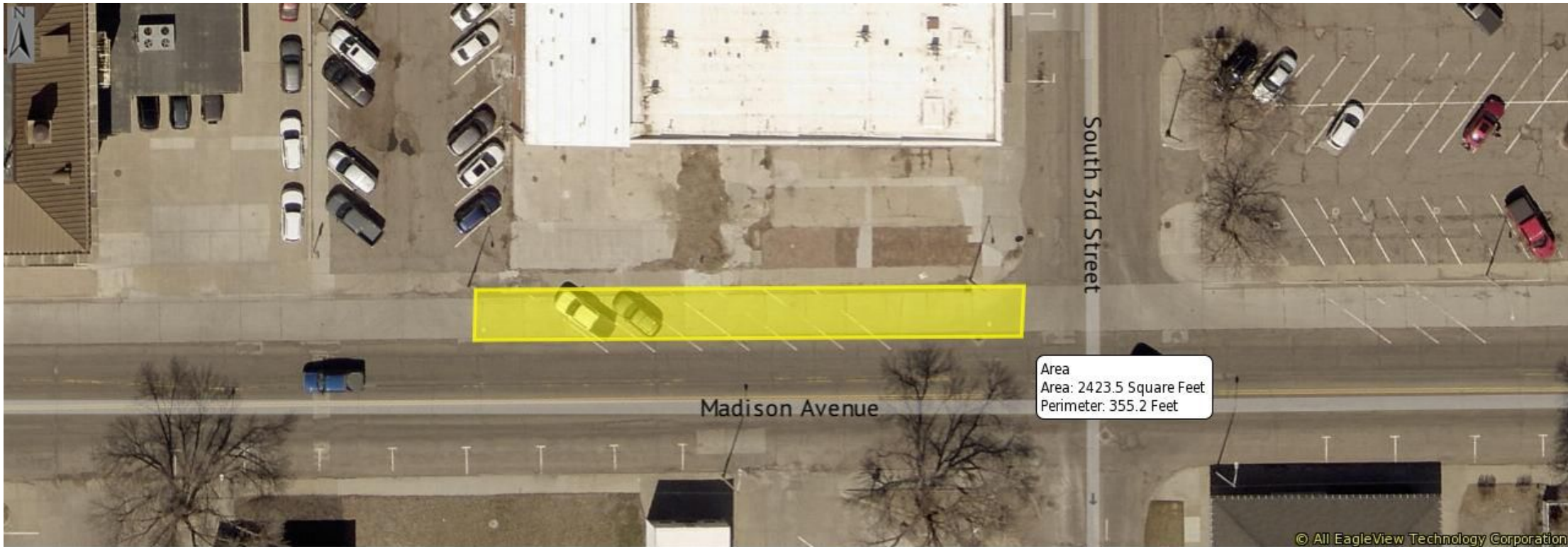


SM&CM, LLC
 Class: Commercial/Industrial Commercial
 Address: 120 S 3rd Street, Norfolk, NE 68701
 Zoning District:

Legal Description: Mathewsons Addition Pt Lots 14, 15 and 16 Block 3, Madison County NE

5/15/2023

3rd & Madison



ORDINANCE NO. 5834

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND
SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING IN THE
FOLLOWING AREAS:

- A. THE WEST AND SOUTH SIDES OF FERGUSON DRIVE FROM BLUFF AVENUE NORTH AND WEST AROUND THE CURVE 360 FEET TO WHERE FERGUSON DRIVE MEETS AND TRANSITIONS INTO PASEWALK AVENUE;
and
- B. THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 153 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET;

TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT;
AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET
FORM.

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

Section 1. That Section 24-164 of the Official City Code be and the same is hereby
amended to read as follows:

Sec. 24-164. Parking restriction for specific streets--Total prohibition.

(a) It shall be an offense for any person to park a motor vehicle in any of the following
locations, except that restrictions set forth in this subsection shall not be applied to a lawfully-
created handicapped parking stall:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
Access road on southwest corner of intersection of 13th Street & Omaha Avenue			

Benjamin Avenue		East city limits	West city limits
Bluff Avenue		Entrance to Veterans Memorial Park	1st St.
Braasch Avenue	Both (except in cut-out parking stalls constructed along the street where parking shall be allowed unless otherwise restricted)	1 st St.	5 th St.
Braasch Avenue	South	5th St.	7th St.
Center Drive			
Cottonwood Street	East	Norfolk Ave.	Prospect Ave.
Country Club Road			
East Knolls Street	East	The beginning of the curve on the southeast corner where East Knolls St. and East Sycamore Ave. meet	North to where East Knolls St. becomes East Sycamore Ave.
Eldorado Road		Within the turn around area or circular area of the cul-de-sac at the north end of Eldorado Road	
Eldorado Road		100 ft. south of the entrance to the cul-de-sac at the north end of Eldorado Road	
Elm Avenue	South	4th St.	3rd St.
Elm Avenue	South	Queen City Blvd.	Roland St.
Elm Avenue	North	Roland St.	13th St.
<u>Ferguson Dr.</u>	<u>West & South</u>	<u>Bluff Ave.</u>	<u>North and west around the curve 360 ft. to where Ferguson Dr. meets and transitions into Pasewalk Ave.</u>
Galeta Avenue	North		

Georgia Avenue	North	1st St.	2nd St.
Georgia Avenue	South	59 ft. east of the east curb line of N. 2nd St.	89 ft. east of the east curb line of N. 2nd St.
Georgia Avenue	South	2nd St.	3rd St.
Georgia Avenue	North	Centerline of 8 th St.	170 ft. east of centerline of 7th St.
Glenn Street	West	Glenwood Blvd.	Michigan Ave.
Glenwood Boulevard	West	Pasewalk Ave.	Glenn St.
Impala Drive (east leg)	West	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (west leg)	East	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (east-west leg)	North	Impala Dr. (east leg)	Impala Dr. (west leg)
Jefferson Avenue	South	1st St.	4th St.
Klug Avenue		1st St.	200 ft. east of 1st St.
Koenigstein Avenue	North	13th St.	18th St.
Koenigstein Avenue	South	West line of 16th St.	80 ft. west of such line
Koenigstein Avenue	South	7th St.	8th St.
Krenzien Drive			
Madison Avenue	North	180 ft. east of east property line of 13th St.	East property line of 13th St.
Madison Avenue	North	7th Street	110 ft. west of west property line of 7th St.
<u>Madison Avenue</u>	<u>North</u>	<u>3rd Street</u>	<u>153 ft. west of west property line of 3rd St.</u>
Madison Avenue	South	1st Street	173 ft. east of east property line of 2nd St.
Maple Avenue	North	18th St.	19th St.
Market Lane			
McKinley Avenue	South	East city limits	West end of McKinley Avenue
Michigan Avenue		6th St.	18th St.

Miller Avenue	North	145 ft. west of west curb line of 2 nd Street	165 ft. west of west curb line of 2 nd Street
Monroe Avenue		East city limits	West city limits
Norfolk Avenue		8th St.	West city limits
Norfolk Avenue		East city limits	1st St.
Omaha Avenue		East city limits	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue	South	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue		East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	West city limits
Park Avenue	South	265 ft. west of the west curb line of 18 th St.	350 ft. west of the west curb line of 18 th St.
Pasewalk Avenue		1 st St.	25th St.
Pasewalk Avenue	North	Logan St.	1 st St.
Phillip Avenue	North	17th St.	18th St.
Phillip Avenue	North	11th St.	61 ft. west of 11th St.
Pine Street		Benjamin Ave.	415 ft. south of the south property line of Benjamin Ave.
Pine Street/ Industrial Road		Omaha Ave.	South end of street
Prospect Avenue	South	1st St.	Cottonwood St.
Prospect Avenue		3rd St.	4th St.
Prospect Avenue	North	4th St.	13th St.

Prospect Avenue	South	13th St.	27th St.
Queen City Blvd.		Georgia Ave.	100 ft. south of the south property line of Georgia Ave.
Riverside Blvd.		325 ft. north of north property line of Walnut Ave.	North city limits
Rolling Hills Drive	North	27th St.	150 ft. west of the west property line of 29th St.
Sycamore Avenue	South	40 feet east of the end of the curve on the southeast corner of where East Sycamore Ave. and East Knolls St. meet	West to where East Sycamore Ave. becomes East Knolls St.
Ta-Ha-Zouka Road		13th St.	15 th St.
Taylor Avenue	South	North curb line of Pasewalk Ave.	East curb line of 25th St.
Verges Avenue	South	4th St.	Queen City Blvd.
Vicki Lane		18th St.	20th St.
Victory Road		North city limits	South city limits
Walnut Avenue	North	260 ft. east of the east property line of 6th St.	392 ft. east of the east property line of 6th St.
Walnut Avenue	South	Riverside Blvd.	6th St.
1st Street		South city limits	North city limits
2nd Street	East	Madison Ave.	75 ft. north of the north property line of Madison Ave.
2nd Street	East	75 ft. north of the north curb line of Sycamore Ave.	105 ft. north of the north curb line of Sycamore Ave.
2nd Street	West	Sycamore Ave.	Georgia Ave.
3rd Street	East	Georgia Ave.	Elm Ave.
3rd Street	East	Madison Ave.	Omaha Ave.
4th Street	East	Madison Ave.	North line of alley between Madison Ave. and Phillip Ave.
4th Street	West	Madison Ave.	Omaha Ave.

4th Street		North right-of-way line of Braasch Ave.	325 ft. north of north property line of Walnut Ave.
5th Street	West	6 ft. north of north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
5th Street	West	Walnut Ave.	Elm Ave.
5 th Street	West	191 feet south of the south curb line of Prospect Ave.	251 feet south of the south curb line of Prospect Ave.
5th Street	West	482 ft. north of the north property line of Pasewalk Ave.	405 ft. north of the north property line of Pasewalk Ave.
5th Street	West	135 ft. north of north property line of Pasewalk Ave.	Pasewalk Ave.
5th Street	East	Phillip Ave.	Omaha Ave.
5th Street	East	Braasch Ave.	Verges Ave.
6th Street	East	50 ft. north of the north property line of Pasewalk Ave.	Pasewalk Ave.
6 th Street	East	222 ft. north of the north curb line of Pasewalk Ave.	269 ft. north of the north curb line of Pasewalk Ave.
6th Street	West	South line of alley between Phillip & Park	Omaha Ave.
6th Street	East	30 ft. north of the north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
6th Street	East	31 ft. north of north property line of Walnut Ave.	116 ft. north of the north property line of Walnut Ave.
6th Street		88 ft. north of the north property line of Spruce Ave.	194 ft. north of the north property line of Spruce Ave.
6th Street	East	348 ft. north of the north property line of Walnut Ave.	635 ft. north of the north property line of Walnut Ave.
7th Street		Omaha Ave.	Michigan Ave.

7 th Street	West	Michigan Ave.	Pasewalk Ave.
7 th Street		Pasewalk Ave.	Prospect Ave.
8th Street	East	Norfolk Ave.	Koenigstein Ave.
10th Street	West	South line of alley between Norfolk Ave. & Madison Ave.	90 ft. south of south line of alley between Norfolk Ave. & Madison Ave.
10th Street	West	70 feet north of the north curb of Madison Ave.	North curb of Madison Ave.
10th Street	East	Norfolk Ave.	Madison Ave.
11th Street	East	144 ft. north of the north curb line of Georgia Ave.	192 ft. north of the north curb line of Georgia Ave.
11th Street	West	Norfolk Ave.	Prospect Ave.
11th Street	East	Norfolk Ave.	Taylor Ave.
11th Street	West	Taylor Ave.	Pasewalk Ave.
11th Street	East	Pasewalk Ave.	Pennsylvania Ave.
11th Street	West	Michigan Ave.	64 ft. south of the south curb line of Michigan Ave.
11th Street		Pennsylvania Ave.	Omaha Ave.
13th Street		North city limits	South city limits
14th Street		105 ft. south of centerline of Nebraska Ave.	60 ft. north of centerline of Nebraska Ave.
14th Street		180 ft. south of centerline of Madison Ave.	84 ft. north of centerline of Madison Ave.
15th Street		Norfolk Ave.	Koenigstein Ave.
15 th Street		Ta-Ha-Zouka Rd.	575 ft. north of the north curb line of Monroe Ave.
16th Street	East	Norfolk Ave.	Koenigstein Ave.
16th Street	West	223 ft. north of Koenigstein Ave.	385 ft. north of Koenigstein Ave.
16 th Street		Monroe Ave.	1150 ft. north of the north curb line of Monroe Ave.
18th Street		Phillip Ave.	Center Dr.

19th Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
20th Street	West	Madison Ave.	135 ft. north of north property line of Madison Ave.
20th Street		Vicki Ln.	Omaha Ave.
21st Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
24th Street	East	Norfolk Ave.	Taylor Ave.
25th Street		North city limits	South city limits
27th Street		Norfolk Ave.	Westside Plaza Dr.
27th Street	East	Prospect Ave.	Rolling Hills Dr.

(b) The provisions of subsection (a) shall not apply to the following streets on Sundays between the hours of 6:00 a.m. and 1:00 p.m. or when funerals are being conducted at any church adjacent to the following streets:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
4 th Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 th Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 th Street	East	Pasewalk Ave.	Bluff Ave.

(c) The provisions of subsection (a) shall not apply to the following street from Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. so long as the parked vehicle is (a) waiting temporarily for the purpose of loading or unloading passengers and (b) at all times occupied by the operator of the motor vehicle:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
5 th Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.

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

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

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


E Pasewalk Zoomed out



marked no parking



5/15/2023
04/07/2023

	Site/Structure Address Point Layer Development and Edge Matching Service Work Authorization # 006609 - CNNE March 27, 2023
Geo-Comm, Inc. 601 West St. Germain St. Cloud, MN 56301 Phone: (320) 240-0040 www.geocomm.com	City of Norfolk, Nebraska Michael Bauer, Support Services Captain 202 N 7 th Street Norfolk, NE 68701 Phone: (402) 844-2145 Email: mbauer@norfolkne.gov

Scope of Work

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits. City of Norfolk Police Department will be assessed a one-time setup fee for GIS data merging and edge matching. Ongoing annual GIS data merging and edge matching will be included for no additional fee under City of Norfolk Police Department's existing GIS data maintenance contract # 04.21 Norfolk-NE. On-going annual GIS data merging and edge matching will be provided up to quarterly and the term of service will match the maintenance contract's timeline providing services through April 30, 2026.

Pricing and Payment Terms

The City of Norfolk will pay GeoComm \$45,812 plus applicable sales taxes* as further described in Exhibit A – Pricing upon project completion and certification by the Nebraska Public Services Commission (PSC).

*if entity is tax exempt please email tax exemption certificate to dhaus@geocomm.com.

Customer Authorization	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

Additional Information

- Software support team: <https://www.geocomm.com/software-technical-support/>
- GIS maintenance team: <https://www.geocomm.com/gis-maintenance-support/>
- Other terms: <https://www.geocomm.com/terms/>; <https://www.geocomm.com/legal/>

Exhibit A – Pricing

Site/Structure Address Point Layer Development

One Time Cost	City of Norfolk	Stanton County	Madison County	Total Price
Site/Structure Address Point Layer Development	\$26,259	\$6,127	\$11,379	\$43,765
Total:				\$43,765
<p>Notes: Site/structure address point layer development is a one-time service and includes point development for Madison and Stanton County. Future map data updates will be completed by GeoComm through the City of Norfolk GIS map data maintenance agreement.</p> <p>If a parcels layer in Esri format with site addresses cannot be provided for the project, additional charges will apply.</p> <p>Estimated project duration for work included in this agreement is ten (10) to twelve (12) months. Project duration will be dependent on resource quality and client availability to assist in resolving questions.</p> <p>Pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and Inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.</p>				

GIS Data Edge Matching

Non-Recurring Services	City of Norfolk	Stanton County	Madison County	Total Price
GIS Data Merging Setup Fee	\$980	\$229	\$418	\$1,627
GIS Data Edge Matching Setup Fee	\$253	\$59	\$108	\$420
One Time Fee Total				\$2,047
Annual Recurring				Total Price
GIS Data Aggregation (Services provided through April 30, 2026)				Included
GIS Data Edge Matching (Services provided through April 30, 2026)				Included
Total:				\$2,047
<p>Notes: Annual GIS data aggregation and edge matching are included for no additional fee under City of Norfolk Police Department's existing GIS data maintenance contract # 04.21 Norfolk-NE through April 30, 2026.</p> <p>Pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and Inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.</p>				

Exhibit B – Scope of Work

GeoComm will develop a new site/structure address point (SSAP) layer which will provide the City of Norfolk (Madison and Stanton Counties) with more accurate emergency call locations by creating a highly accurate GIS dataset that can also be utilized for the future State of Nebraska NG9-1-1 deployment.

Our approach includes leveraging our leading industry experts who will complete the following phases to provide an exceptional end product that will meet the City of Norfolk's public safety needs:

- Phase One: Project Initiation
- Phase Two: State of Nebraska Site/Structure Point Layer Development
- Phase Three: Quality Control
- Phase Four: Final Review and Updates

GeoComm will provide regular status updates that will include:

- General progress updates
- Meetings held, planned, or needed
- Issues/problems encountered or anticipated
- Goals for the next reporting period
- Schedule review
- The City of Norfolk responsibilities

Phase One: Project Initiation

After receiving a signed contract, one of the first steps is to make certain the GeoComm project team has an in-depth understanding of the City of Norfolk's project goals. To accomplish this, our staff will hold a project initiation conference call with you to:

- Introduce project stakeholders to the GeoComm project team
- Review project objectives and goals
- Define mutual expectations
- Establish communication processes
- Review the project timeline, including periodic progress reporting
- Review State of Nebraska GIS data standards
- Discuss initial GIS data schema
- Discuss existing resources that may be used in developing the GIS data layer

Phase Two: State of Nebraska Site/Structure Layer Development

GeoComm will develop the Site/Structure Address Point Layer based on the Nebraska Information Technology Commission (NITC) Address Standards (NITC 3-206) and NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1.1-2020).

Site/Structure Layer Development

GeoComm will develop the site/structure address point layer for the counties of Madison and Stanton based on resources provided by the City of Norfolk. If there are any discrepancies between approved project resources, GeoComm will work with the City of Norfolk for verification. Site/structure layer update processes will include:

GIS Schema Updates	The GIS data schema for the newly developed site/structure layer will be setup to comply with NITC Address Standards (NITC 3-206) and NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1.1-2020). At minimum, GIS layer attributes categorized as "Mandatory" will be populated if required resources are available for the project.
Spatial Updates and Address Development	<p>Using the tax parcels the City of Norfolk provides for Madison and Stanton Counties, or publicly available building footprints, GeoComm will create an initial address layer out of parcel or footprint centroid points. Point placement methodology will follow recommendations outlined in the NITC Address Standards document.</p> <p>For multi-unit structures (e.g., apartment complexes, strip malls, mobile home parks) where a point does not already exist, GeoComm will create one new point for each building with a unique street address number (not including unit numbers) and will work with the City of Norfolk to establish an agreed-upon point placement methodology. If multiple points already exist for individual units of a multi-unit structure, these points will be retained but will not be moved. Alignment for individual units can be provided for an additional fee.</p>
Confirmation of Point Placement and Address Accuracy	<p>Points that cannot be accurately added or updated using available resources will be placed at the best-known location and flagged as needing further/or future investigation. After GeoComm has finished initial site/structure address point layer development, a shapefile or list of address points that could not be confidently built will be provided to the City of Norfolk for review. This list will include assessment codes or notes detailing why the address or location is in question. The City of Norfolk would be responsible for confirming the correct address or address location and providing that information to GeoComm within 30 days or agreed upon timeframe. GeoComm will adjust address points based on feedback provided within this timeframe.</p> <p>Note: Alternatively, the City of Norfolk may contract with GeoComm for field verification to investigate questionable addresses. This service can be provided upon request, for an additional fee. Pricing will vary based on the number of points requiring verification.</p>
Synchronization	<p>We will review and resolve SSAP synchronization issues existing with the following data:</p> <ul style="list-style-type: none">• RCL Layer• Automatic Location Identification (ALI) database• Master Street Address Guide (MSAG) <p>This process will include documenting exceptions and questions and submitting to you for review. Where needed, updates will be made to road names, address ranges, and community or ESN attributes. We will work with you to make these updates or provide MSAG and ALI database update suggestions, based on synchronization fallout.</p> <p>If missing points are found during the synchronization processes, we will add the missing points following existing point placement in the layer. New points will either be placed at driveway/road intersection or on structure.</p> <p>MSAG and ALI database updates are not included in this scope of work. We will provide you a list of suggested updates for you to review, approve, and submit to your database provider.</p>

Phase Three: Quality Control

Quality control (QC) is an integral part of all our projects. Before the final GIS data is provided to the City of Norfolk, GeoComm's GIS Specialists will complete numerous QC audits to ensure the final map data deliverables are accurate.

GeoComm's QC methods are specific to the GIS data needs of the public safety industry; we have developed and implemented a structured QC program to increase the accuracy of public safety GIS data. GeoComm's QC procedures are powered by GeoComm GIS Data Hub, which offers the ability to export detailed results to ensure that all errors are found and fixed.

After the City of Norfolk's GIS data updates are complete, it will be run through the QC checks and data condition results will be compiled. Issues detected outside of scope will be referred back to the City of Norfolk for resolution. The QC process will proceed as follows:

- GeoComm will perform quality control checks on the submitted data
- GeoComm will correct the GIS data errors outlined in the data quality reports provided by the system that are within scope of the project agreement
- The data will be rerun through the QC checks to verify the changes have been properly made

Phase Four: Final Review and Updates

After initial map data updates are complete, GeoComm will provide a list of remaining errors for the City of Norfolk to review.

GeoComm will complete one additional comparison of the ALI database and MSAG to the map data layers if updated versions are provided within one month of the delivery of the suggestions. GeoComm will review the results of this comparison and complete additional map data updates, if deemed necessary.

When the final updates are complete, GeoComm will provide the City of Norfolk with the deliverables outlined below.

Note: Any future map data layer updates can be completed through an additional map data layer update work authorization or map data maintenance contract.

GeoComm Deliverables

General project deliverables to the City of Norfolk include:

- Project schedule
- Regular status reports and conference calls
- Providing the City of Norfolk with the SSAP layer for Madison and Stanton Counties upon project completion
- GIS data edge matching services; one time configuration service and ongoing service delivery up to quarterly aligned to the term of the City of Norfolk's current maintenance contract
- GIS data merging services; one time configuration and ongoing service delivery up to quarterly aligned to the term of the City of Norfolk's current maintenance contract

Exhibit C – Customer Responsibilities

It is requested that the City of Norfolk provide the following general project support:

- Provide pertinent project information and documentation
- Assist in ongoing quality control
- Provide a single point of contact at the City of Norfolk available for communication throughout the project and system implementation
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<http://www.geocomm.com/industries/gis/data-submission/>).

In addition to the requirements above, the City of Norfolk will be responsible for the following project-specific support:

- Assist in coordinating and attend periodic conference calls
- Existing GIS data in Esri format including map projection information
- Current copies of the City of Norfolk's ALI database and MSAG for Madison and Stanton Counties in Microsoft Excel format
- Provide current copy of the parcel layers for Madison and Stanton Counties with associated property address (SITUS) for each parcel
- Confirm location of questionable addresses provided by GeoComm within a 30-day or agreed upon timeframe. If the City of Norfolk is unable to confirm questionable address locations within an agreed upon time, GeoComm can complete this work at an additional cost.