

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, November 6, 2023
5:30 p.m.

Created 11/3/2023 2:13 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, November 6, 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 (November 01, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
November 06, 2023

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

CALL TO ORDER

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

RECOMMENDED ACTIONS

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

CONSENT AGENDA

- | | |
|--|---------------|
| 7. Consideration of approval of the minutes of the October 16, 2023, City Council meeting. | Motion |
| 8. Consideration of approval of the minutes of the October 19, 2023, City Council Work Session meeting. | Motion |
| 9. October sales tax report (August sales) | Motion |
| 10. Consideration of approval of a Sanitary Sewer Easement between Elric Breault and Heidi Breault and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2110 and 2112 South 1st Street for \$1,265.23. | Motion |
| 11. Consideration of approval of the Engineer's Final Certificate for Paving District No. 520 (Walters' East Knolls 14th Addition). | Motion |

12. Motion to establish November 20, 2023 for the Board of Equalization to conduct a public hearing for equalization of special assessments for Paving District No. 520 (Walters' East Knolls 14th Addition). **Motion**
13. Consideration of approval to advertise for bids for network battery backup replacements. **Motion**
14. Consideration of approval of the Mayor's appointment of Michael Joy, as an alternate, and reappointment of Brad Love to the Board of Zoning Adjustment for a three-year term, ending November 2026. **Motion**
15. Consideration of Resolution No. 2023-61 authorizing the Mayor to sign the Year-End Certification of City Street Superintendent for the State of Nebraska Department of Transportation and reappoint Steven D. Rames, License Number S-1587, Class A as the City of Norfolk Street Superintendent. **Resolution 2023-61**
16. Consideration of approval of Sanitary Sewer Easements between Dale L. Bittner and Jayne A. Bittner and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2006 and 2010 Logan Street for \$476.55. **Motion**
17. Consideration of acceptance of the Parks and Recreation Board reports (October 19th and September 28th meetings). **Motion**
18. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, to hold a Hometown Holiday Festival in downtown Norfolk on Tuesday, November 21, 2023 (with a rain/snow date of November 28, 2023) from 4:30 p.m. to 9:00 p.m., including but not limited to giving horse-drawn carriage rides, tractor-pulled hayrack rides, trolley rides, live reindeer display, live nativity scene, caroling, tree lighting ceremony, and having small campfires in self-contained steel fire pits. **Motion**
19. Consideration of approval for staff to negotiate a contract with Tool Design for completion of an Action Plan for the Safe Streets and Roads for All (SS4A) program. **Motion**
20. Consideration of approval to advertise for a Request for Qualifications (RFQ) from consulting firms for professional services for Nature Playground and Landscaping at Johnson Park. **Motion**
21. Consideration of approval of an agreement with Andrew Olsen, dba Olsen Mowing & Snow Removal, for snow piling/de-icing for the Vehicle Parking District (VPD) and Downtown Snow Operations, for the 2023-2024 snow season. **Motion**
22. Consideration of approval of an agreement with ASPM Landscapes, for snow hauling for the Vehicle Parking District (VPD) and Downtown Snow Operations, for the 2023-2024 snow season. **Motion**

- 23. Consideration of approval of a Special Designated Liquor License for Elkhorn Valley Historical Society, to serve beer and wine at Elkhorn Valley Museum, 515 Queen City Blvd on December 10, 2023 from 7:00 p.m. to 10:00 p.m. for a beer and wine tasting event. **Motion**
- 24. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

- 25. Proclamation for the month of November, 2023, as, "Read Aloud To A Child Month".
- 26. Distinguished Citizenship Recognition
- 27. Recognition of the 2023 Norfolk 101: Citizens Academy

REGULAR AGENDA

- 28. Consideration of approval for staff to advertise for the sale of City owned property located at 1001 Northdale Drive. **Motion**
- 29. Consideration of Ordinance No. 5853 authorizing issuance of public safety tax anticipation bonds in the principal amount not to exceed \$1,270,000. **Ordinance No. 5853**
- 30. Consideration of Ordinance No. 5854 to update current city speed limits to include community developments and annexations. **Ordinance No. 5854**
- 31. Consideration of Ordinance No. 5855 amending the dates and times that permissible fireworks may be discharged, and limiting the dates and times that permissible fireworks may be sold. **Ordinance No. 5855**

ADMINISTRATIVE REPORTS

- 32. 2023 Snow & Ice Plan

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
November 06, 2023

CALL TO ORDER

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RECOMMENDED ACTIONS

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| 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 October 16, 2023, City Council meeting. | Motion |
| See Enclosure 7. | |
| 8. Consideration of approval of the minutes of the October 19, 2023, City Council Work Session meeting. | Motion |
| See Enclosure 8. | |
| 9. October sales tax report (August sales) | Motion |

October sales tax receipts (August sales) are \$1,083,160.19. The City's sales tax receipts are up \$87,295.37 or 8.77% from last October. Motor vehicle sale tax was up \$5,380.25, while consumers use tax was up \$5,472.43. The remaining increase was in other sales tax. Fiscal year to date sales tax receipts are \$86,250.03 or 8.65% more than budgeted. Included in the agenda packet is a sales tax comparison by month.

See Enclosure 9.

10. Consideration of approval of a Sanitary Sewer Easement between Elric Breault and Heidi Breault and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2110 and 2112 South 1st Street for \$1,265.23. **Motion**

The easements allow for construction and maintenance of the sanitary sewer main on property along 2110 and 2112 South 1st Street. Staff recommend acceptance.

See Enclosure 10.

11. Consideration of approval of the Engineer's Final Certificate for Paving District No. 520 (Walters' East Knolls 14th Addition). **Motion**

Mayor and City Council are required to approve the final certificate to meet bonding requirements. Construction occurred according to the plans and specifications. Staff request approval.

See Enclosure 11.

12. Motion to establish November 20, 2023 for the Board of Equalization to conduct a public hearing for equalization of special assessments for Paving District No. 520 (Walters' East Knolls 14th Addition). **Motion**

Engineering staff prepared assessment schedules with interest calculated to November 20, 2023. Attached are copies of the notices to send to the affected property owners at the addresses listed on the Madison County Treasurer's property list.

See Enclosure 12.

13. Consideration of approval to advertise for bids for network battery backup replacements. **Motion**

This is a FY 2023-2024 budgeted item in the amount of \$50,000 from ARP funds. The project will consist of replacing the battery backup systems for all City network locations. This project will standardize the devices, allow for proactive monitoring, and be sized appropriately in each location.

14. Consideration of approval of the Mayor's appointment of Michael Joy, as an alternate, and reappointment of Brad Love to the Board of Zoning Adjustment for a three-year term, ending November 2026. **Motion**

See Enclosure 14.

15. Consideration of Resolution No. 2023-61 authorizing the Mayor to sign the Year-End Certification of City Street Superintendent for the State of Nebraska Department of Transportation and reappoint Steven D. Rames, License Number S-1587, Class A as the City of Norfolk Street Superintendent. **Resolution 2023-61**

See Enclosure 15.

16. Consideration of approval of Sanitary Sewer Easements between Dale L. Bittner and Jayne A. Bittner and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2006 and 2010 Logan Street for \$476.55. **Motion**

The easements allow for construction and maintenance of the sanitary sewer main on property along 2006 and 2010 Logan Street. Staff recommend acceptance.

See Enclosure 16.

17. Consideration of acceptance of the Parks and Recreation Board reports (October 19th and September 28th meetings). **Motion**

9.28.23 Board Meeting

The items approved for recommendation include the full agenda; approval of a concept design and materials for a fishing dock at Skyview; approval of the final takeout location for the North Fork Water Trail. Future Council Actions: Final design for the fishing dock will be submitted to the board at a later meeting date. The board accepted the recommendations of Game and Parks to not have any boat launches or boat ramps attached to the fishing dock.

10.19.23 Board Meeting

The items approved for recommendation include the minutes and full agenda. Future Council Actions: There are no future items needed from council as a result of this meeting.

See Enclosure 17.

18. Consideration of approval of an agreement with Downtown Norfolk Association, Inc., a Nebraska Nonprofit Corporation, to hold a Hometown Holiday Festival in downtown Norfolk on Tuesday, November 21, 2023 (with a rain/snow date of November 28, 2023) from 4:30 p.m. to 9:00 p.m., including but not limited to giving horse-drawn carriage rides, tractor-pulled hayrack rides, trolley rides, live reindeer display, live nativity scene, caroling, tree lighting ceremony, and having small campfires in self-contained steel fire pits. **Motion**

See Enclosure 18.

19. Consideration of approval for staff to negotiate a contract with Tool Design for completion of an Action Plan for the Safe Streets and Roads for All (SS4A) program. **Motion**

On August 15, 2022 the City Council approved Resolution No. 2022-36 to establish a 'Vision Zero' initiative through a SS4A grant to work towards a zero roadway fatalities and serious injuries. City staff, with the help of Toole Design, submitted an application to the U.S. Department of Transportation in September of 2022 and was awarded \$209,300 to be used by the City of Norfolk to develop a comprehensive safety action plan. The City's cost share in this grant is \$89,700 for a total of \$299,000 in funding to complete the action plan. On September 18, 2023, the Mayor and Council approved advertising for a Request for Proposals for completion of an Action Plan for the Safe Streets and Roads for All (SS4A) program. This is the first step in the process of establishing zero roadway fatalities and serious injuries. When the action plan is completed, there will be another opportunity to apply for grants to help offset the cost of the implementation of this plan. On October 17, 2023, one proposal was received from Tool Design. Staff recommends authorization to negotiate a contract with Tool Design for completion of the Action Plan for this project.

20. Consideration of approval to advertise for a Request for Qualifications (RFQ) from consulting firms for professional services for Nature Playground and Landscaping at Johnson Park. **Motion**

We are seeking requests for qualification from qualified consulting firms to design our nature playground and landscaping for the Johnson Park Project. This is a budgeted item with \$325,000 set aside for the nature playground and \$60,000 set aside for wayfinding, all funded through the ARPA grant from the Department of Natural Resources.

See Enclosure 20.

21. Consideration of approval of an agreement with Andrew Olsen, dba Olsen Mowing & Snow Removal, for snow piling/de-icing for the Vehicle Parking District (VPD) and Downtown Snow Operations, for the 2023-2024 snow season. **Motion**

See Enclosure 21.

22. Consideration of approval of an agreement with ASPM Landscapes, for snow hauling for the Vehicle Parking District (VPD) and Downtown Snow Operations, for the 2023-2024 snow season. **Motion**

See Enclosure 22.

23. Consideration of approval of a Special Designated Liquor License for Elkhorn Valley Historical Society, to serve beer and wine at Elkhorn Valley Museum, 515 Queen City Blvd on December 10, 2023 from 7:00 p.m. to 10:00 p.m. for a beer and wine tasting event. **Motion**

See Enclosure 23.

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

SPECIAL PRESENTATIONS

25. Proclamation for the month of November, 2023, as, "Read Aloud To A Child Month".

See Enclosure 25.

26. Distinguished Citizenship Recognition

See Enclosure 26.

27. Recognition of the 2023 Norfolk 101: Citizens Academy

REGULAR AGENDA

28. Consideration of approval for staff to advertise for the sale of City owned property located at 1001 Northdale Drive. **Motion**

There is a significant need for housing within the community. The City owns vacant property in the northwest corner of Northdale Drive and Sunnydell Lane. The property is adjacent to a paved road with the water and sewer lines already in place.

The house was a total loss following a fire on June 30, 2011. The property was condemned on July 1, 2011 and City took ownership in June of 2012. After taking ownership, City razed the property and returned to vacant land.

The proceeds of the sale will go towards the operation funding for the Land Bank.

See Enclosure 28.

29. Consideration of Ordinance No. 5853 authorizing issuance of public safety tax anticipation bonds in the principal amount not to exceed \$1,270,000. **Ordinance No. 5853**

This ordinance authorizes issuance of public safety tax anticipation bonds to fund an ambulance, CAD/RMS Police software, in-car video replacement/body cameras, Fire station and Police station roof replacements, and outdoor warning sirens. The bond issue is expected to be \$1,265,000 as shown on the enclosed sources and uses of funds. The ordinance authorizes a maximum issue size of \$1,270,000 and a maximum true interest cost of 6.5%. The ordinance provides for the final interest rate, true interest cost, and aggregate principal amount to be determined in a written designation to be signed by the Mayor or Finance Officer. This is a 14 year bond issue with a 5 year call provision.

See Enclosure 29.

30. Consideration of Ordinance No. 5854 to update current city speed limits to include community developments and annexations. **Ordinance No. 5854**

After the City of Norfolk annexed parts of the surrounding community, it became necessary to add speed limits to those areas that were not previously covered by city ordinance. This also included a full review of all speed limits in the code.

This was completed by the Norfolk Police Division and the Norfolk Engineering Division reviewing the code, reviewing the community streets, suggesting changes, and again reviewing before introducing the proposed changes.

See Enclosure 30.

31. Consideration of Ordinance No. 5855 amending the dates and times that permissible fireworks may be discharged, and limiting the dates and times that permissible fireworks may be sold. **Ordinance No. 5855**

This Ordinance provides for a beginning date for fireworks sales and discharge of June 28 (changed from June 25). The Ordinance further provides for times of sale and discharge of noon to 11pm (changed from 8am to 11pm) July 28 thru July 3. The times on July 4 have not been amended.

See Enclosure 31.

ADMINISTRATIVE REPORTS

32. 2023 Snow & Ice Plan

See Enclosure 32.

CITY OF NORFOLK, NEBRASKA

The City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 16th day of October, 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, Council President Shane Clausen 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. Absent: Mayor Josh Moenning.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Economic Development Director Candice Alder, Streets Manager Will Elwell, Street Shop Supervisor Matt Ernesti, Parks and Recreation Director Nathan Powell, Operations Manager Lyle Lutt, City Planner Val Grimes, Police Chief Don Miller, Fire Chief Tim Wragge, Assistant Fire Chief Trevor O'Brien and several Fire Division personnel.

The Council President presided and the City Clerk recorded the proceedings.

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

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

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

Agenda Motions

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

Councilmember Arens moved, seconded by Councilmember Snorton 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 October 2, 2023, City Council meeting

Keno comparison report for September 2023

Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, agreement to allow the use of City streets to hold a 5k Turkey Trot run on Thursday, November 23, 2023

Cable One, Inc., a Delaware Corporation, doing business as Sparklight, agreement allowing the closure of 3rd Street between Norfolk Avenue and Madison Avenue, to place inflatables during a downtown trick-or-treat event on Thursday, October 26, 2023

Purchase of replacement Regenerative Air Street Sweeper for the Street Division off the Minnesota State Contract #190619 with MacQueen Equipment of Lincoln, Nebraska in the amount of \$316,417.00

Michelle Kment Sanitary Sewer Easement for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2009 South 1st Street for \$447.42

Advertise for bids for the commercial pool heater replacement for the wave pool at Aquaventure waterpark

Special Designated Liquor License for Jim's Fine Wine and More, to serve wine and distilled spirits at Magnolia's, 432 West Norfolk Avenue, on November 5, 2023, from 12:00 p.m. to 6:00 p.m. for a wine and cordial tasting event

Mayor to sign a letter and all related documents in support of the Solar for All Notice of Funding Opportunity

Issue letters to the property owners at 125 & 223 Jefferson Avenue to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code

Bills in the amount of \$10,284,558.75

Special Presentations

The Council President proclaimed October 8-14, 2023, as "Fire Prevention Week."

Norfolk Morning and Noon Optimist Clubs recognized Firefighter/Paramedic Chris Kneifl of the Norfolk Fire Division

The Council President proclaimed November 1, 2023, as Extra Mile Day.

Public Hearings and Related Items

Public Hearing

(Cornhusker Auto Center zone change, 2125 Krenzien Drive)

A public hearing was held to consider a zone change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive at the request of Cornhusker Auto Center, Inc. City Planner Valerie Grimes provided information to the City Council. The current zoning of C-1 would require a conditional use permit to allow for automobile sales. Automobile sales are outright permitted in C-3, without the need for any other permits. Grimes noted the heavy commercial district is appropriate for this corridor.

On October 3, 2023, the Norfolk Planning Commission held a public hearing regarding the Cornhusker Auto Center zone change request. The City Clerk read the Planning Commission's recommendation for approval into the record.

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

Ordinance No. 5852

(Cornhusker Auto Center zone change, 2125 Krenzien Drive)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5852 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA; AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA; PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on first reading. Said ordinance was then read into the record by title by the City Clerk.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. Ordinance No. 5852 passed on first reading.

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

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

Thereafter Councilmember Hildebrand moved, seconded by Councilmember Murren, that the statutory rules requiring reading on three different days be suspended and for final passage of the ordinance. The Council President then stated the question "Shall Ordinance No. 5852 be passed and adopted?"

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton, Clausen and Hildebrand. Nays: None. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Council President signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Council President then instructed the City Clerk to publish said Ordinance No. 5852 as required by law.

Regular Agenda Items

Ordinance No. 5851

(Madison Avenue parking restriction)

Councilmember Granquist introduced, seconded by Councilmember Snorton, Ordinance No. 5851 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 100 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on third reading.

Ordinance No. 5851 passed on first reading at the September 18, 2023 City Council meeting and on second reading at the October 2, 2023 City Council meeting. Council President Shane Clausen noted there is no discussion on third reading of an ordinance.

Roll call: Ayes: Granquist, Arens, Webb, McCarthy, Murren, Snorton and Clausen. Nays: Hildebrand. Absent: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Council President signed and approved the ordinance and the City Clerk attested the passage and adoption of the same and affixed her signature thereto. The Council President then instructed the City Clerk to publish said Ordinance No. 5851 as required by law.

The Road Guy contract, 2023 Seal Coat Project

Councilmember Snorton moved, seconded by Councilmember Hildebrand, for approval of a contract with The Road Guy for the 2023 Seal Coat Project for an amount of \$28,032.99.

Assistant City Engineer Anna Allen provided information to elected officials. The Public Works Director/City Engineer requested quotes for seal coat work on Golfview Drive between 37th Street and 30th Street. Other quotes received were higher than the quote from The Road Guy. Allen said we anticipate the work being completed this fall and the seal coat should help protect the road for about five years.

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

Knife River Midwest, LLC, Change Order No. 1F
(Asphalt Overlays 2023-1 project)

Councilmember Arens moved, seconded by Councilmember Murren, for approval of Change Order No. 1F with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project resulting in a net decrease of \$263,670.46.

Assistant City Engineer Anna Allen provided information to elected officials. On May 15, 2023, the Mayor and City Council approved a \$1,942,930.75 contract with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project. Change Order No. 1F provides for balancing to actual quantities as well as cost savings due to removal of flagging on Victory Road, Knife River retaining ownership of asphalt millings, reduce mobilization due to milling parking lots sequentially, City providing crushed concrete, and a 10% reduction in asphalt paving resulting in a final contract of \$1,679,260.29.

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

There being no further business, the Council President declared the meeting adjourned at 5:53 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, October 16, 2023, had and done by the 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)

Work Session

The City Council of the City of Norfolk, Nebraska, held a work session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska, on Thursday, October 19, 2023, beginning at 4:00 p.m.

Mayor Josh Moenning called the meeting to order.

Roll call found the following present: Mayor Josh Moenning, Frank Arens, Corey Granquist, Kory Hildebrand, Thad Murren. Absent: Shane Clausen, Andrew McCarthy, Justin Snorton and Justin Webb.

Staff members present were City Administrator Andy Colvin, City Clerk Brianna Duerst, City Engineer Steven Rames, City Finance Officer Randy Gates, Economic Development Director Candice Alder, Wastewater Plant Supervisor Rob Huntley, Utility Project Manager Dennis Watts, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Police Chief Don Miller, Director of Administrative Services Lyle Lutt and Administrative Secretary Bethene Hoff.

Mayor Moenning 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 accessible to members of the public.

Black and Veatch and Olsson presentation on Water and Sewer Master Planning

Public Works Director Steven Rames said the city's water, sewer, and wastewater plant master plans would be presented and invited Shawn LaBonde with Black & Veatch to present the water and sewer master plans.

Shawn LaBonde, Black & Veatch, reviewed water and sewer master planning and discussed the master planning service area and growth and area population projections. LaBonde reviewed water system planning and capital improvements highlighting water system data, a hydraulic model update, water system evaluations, water demand projections, per capita water use rates, development area population projections, west water treatment plant improvements and primary water system recommended improvements.

Primary water system recommended improvements include the following:

- 1) West Water Treatment Plant (WTP) Improvements (2024-25), which expands West WTP and West Well Field to 14.5 mgd, and includes expanded zone 1 & 2 pumps, 2.0 million gallon tank and Well 14 Collector Well – estimated cost is \$15.9 million.
- 2) Zone 1 Transmission Main Expansion (post 2031), which provides improved water service access to southeast area, and includes 4.6 miles of 20-inch pipe – estimated cost is \$12 million.

- 3) Zone 1 Storage Expansion (by 2030), which provides necessary storage to meet peak hour demand, and includes a 1-million-gallon tank at 25th St & Prospect Ave – estimated cost is \$3.5 million.
- 4) Zone 5 Service Expansion (development dependent), which provides service to eastern development areas including Woodland Park and includes a Zone 5 pump station and 4.3 miles of 12, 16, and 20-inch pipe – estimated cost is \$11 million.
- 5) Zone 3 Service Expansion (development dependent), which provides service to northwest development areas, and includes a Zone 3 pump station and 4 miles of 12-16-inch pipe – estimated cost is \$9.8 million.
- 6) Zone 4 NE Loop (development dependent), which provides looped service to northeast industrial zoned area, and includes 1.2 miles of 16-inch pipe – estimated cost is \$2.5 million.

Regarding the per capita water use rates, Councilman Granquist asked how we project being much higher in the future, when current population increases have not had much of an effect. LaBonde explained that, in that period, even though the population was increasing, the per capita usage was going down due to conservation and flow plumbing fixtures. When projecting future use, we don't think the lower per capita water usage will continue due to hitting the "conservation floor." LaBonde also noted that industrial use is hard to project.

Brian Friedrichsen, Olsson, reviewed the Omaha Avenue Lift Station, Force Main, and Gravity Sewer Improvements. Studies were completed in 2015, 2017 and 2019, and initial design was completed in 2018, which includes abandoning bypass lift station 275. The easement acquisitions for the Omaha Avenue Lift Station project are nearly complete. The original cost opinion for the project in 2016 was \$5 million. The current cost estimate is \$9.1 million due to increases in construction costs. Friedrichsen discussed the pros and cons of the Omaha Avenue Lift Station. Pros of the Omaha Avenue Lift Station include increased capacity for future growth and peak flows, the service area is shovel ready, removes lift station from NDOT right of way, increases capacity in North and West Norfolk, and back-up risk control systems. Cons of the Omaha Avenue Lift Station include a rate increase for the project.

Angel Lowery, Olsson Wastewater Engineer, discussed the Water Pollution Control Plant Master Plan. Lowery noted the current plant has not seen an expansion in 30 years with some equipment dating back to 1960's. The master plan was separated into five sections – analysis, water reuse evaluation, five-year plan, ten-year plan, and twenty-year plan. The plan was developed using population and industrial projections, potential future regulatory impacts, projected flows and organic loadings, unit process analysis, biowin plant modeling, and building and equipment operation and maintenance.

The master plan was broken down into three recommended phases:

- 5 year plan – improvements that should be made for smooth plant operation including upgrading the grit system process, north lift station rehab, nonpotable water system, odor control and biosolids studies, approximately \$9 million in improvements and studies.

- 10 year plan – recommendations for building and equipment operation and maintenance including biosolids facility upgrade, rebuild primary clarifier #3, trickling filter media replacement, approximately \$10 million in improvements.
- 20-year plan – develop a plan to increase the plant’s capacity to handle changing needs - phased expansion of the plant, approximately \$40 million for total expansion.

Jim McKenzie, 1412 Longhorn Drive, said he was confused about the projections for the 275 Lift Station. McKenzie discussed a letter that was written by city staff in May 2023 to a property owner regarding existing flows through that lift station, which stated *“Adding the discharge flow rate for the Soy Crush Plant of 50 GPM and Prime Stop flow of 10 GPM to the current daily flow of 274 GPM, the revised total is 334 GPM, and if we assume continued growth equal to the past five years growth of 82 GPM, that would revise the total to 416 GPM in year 2028. This remains well below the current Phase I upgrade of 1200 GMP capacity.”* McKenzie noted this would only be 1/3 of capacity in 2028. McKenzie questioned where the projections in the master plan came from. The proposed 26% cost increase in sewer rates would amount to \$25 million over the 20-year life of the bond. McKenzie questioned why we would want to put this in unless we have reasonably known demand, instead of charging customers without known demand and adding cost for something we don’t know is needed.

Rames said letter reference by McKenzie was written to answer questions to citizens related to backups in a particular area. The projections in the letter were a result of looking at growth in the area, and projecting the same level of growth over the next five years. When we engage in master planning for sewer systems, there are specific numbers we use in that planning. Would have to be a decision made by city whether it was desirable to move forward with the Omaha Lift Station. No decision has been made by council to move forward with construction.

Rod Wilke, 2401 Hardison Drive, questioned water capacity storage at 25th St & Prospect Ave. It was noted that the current storage tank is a 750,000-gallon tank. Wilke said the proposed 1-million-gallon storage tank would be added in a prime residential area. Wilke also noted his sewer rate is double his water rate and that he contacted Kearny, Columbus, and Fremont, all of which had substantially lower sewer rates than Norfolk. Moving forward with the Omaha Lift Station project would put a significant burden on the public.

Dan Wilson, 1300 E Norfolk Ave, said had this project been done in 2016, it would have been \$4 million less. Wilson said based on the numbers we don’t need it, but people’s houses keep getting flooded; events keep happening. Must have some sort of a plan.

Mayor Moenning asked about Economic Development – potential new housing and commercial and industrial development and how we make projections in terms of what is needed for infrastructure to accommodate potential development.

City Administrator Andy Colvin said the numbers we use come from the state. What we’ve been seeing lately is dairy. Dairy, will have high water usage for processing and high wastewater.

From an economic development standpoint, the better positioned we are for having something ready to go for an industry that we're trying to bring in, we position ourselves more competitively against other communities by having the necessary infrastructure and capacity. Comes down to – do you want to have it ready to go and be better positioned for new industry or wait and react to it when it comes?

Rames said the 25th Street & Prospect Avenue storage tank is a significant site within the city's water hydraulic system. There is a reason there's been a tower there for decades and a reason for the dirt tank. For as long as Norfolk exists, that will always be an extremely important site in terms of our ability to provide water pressure and peak water flows to the community. In the future, as we look at a new 1-million-gallon storage tank at this site, it would most likely be a dirt tank similar to what is there now. In terms of sewer backups, the Omaha lift station and the backups are two very different conversations. If/when the Omaha lift station happens, that will provide some additional relief to the backup issue, but the backup issue itself doesn't need \$9 million to solve; there are gates that can be installed, and backup issues can be solved less expensively. Rames reiterated that the lift station and backup issues are different conversations and wants to make sure we aren't looking at those issues as one thing, they are different things.

There being no further business, the Mayor adjourned the meeting at 5:40 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

WATER AND SEWER MASTER PLANNING

CITY OF NORFOLK, NEBRASKA

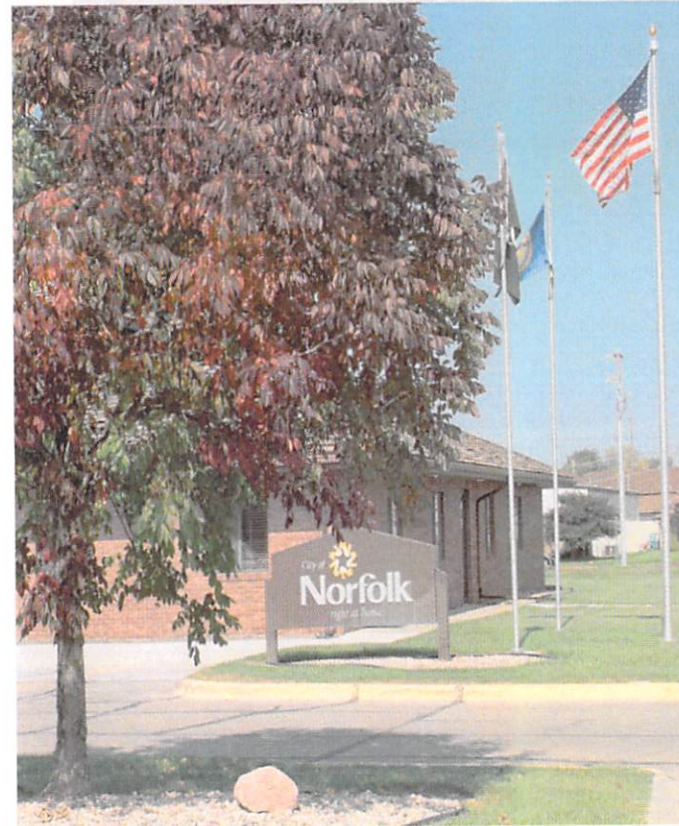
OCTOBER 2023

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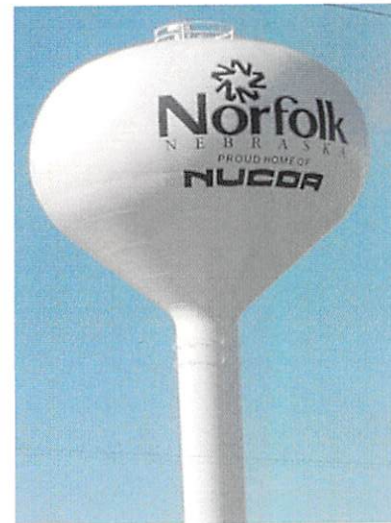


Agenda

- Planning Service Area & Population Projections
- Water System Planning & Capital Improvements
- Sewer System Planning & Capital Improvements

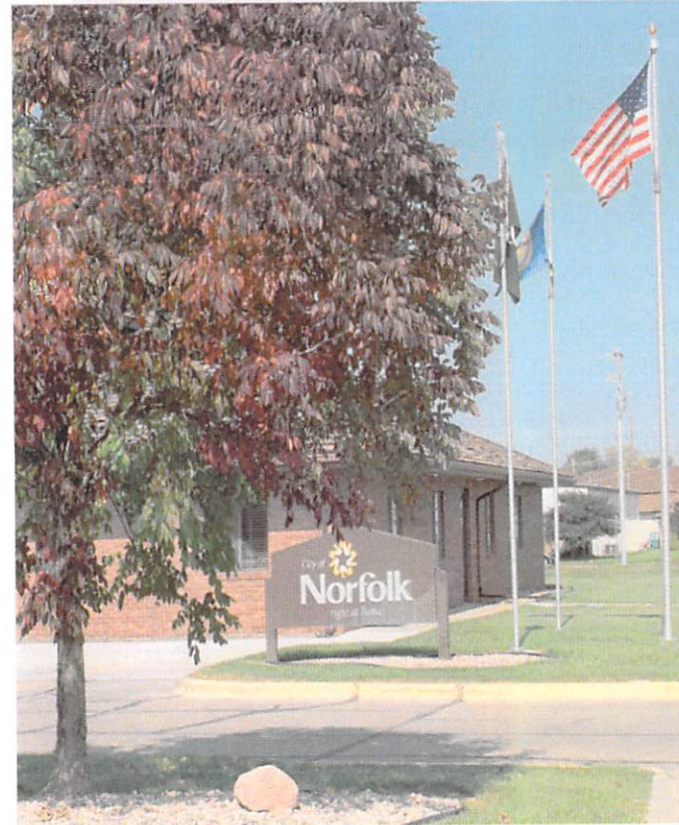


Planning Service Area & Population Projections

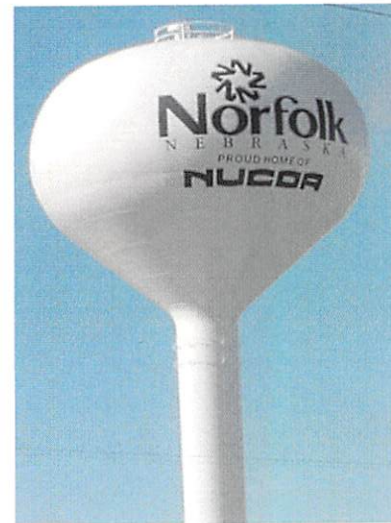


Agenda

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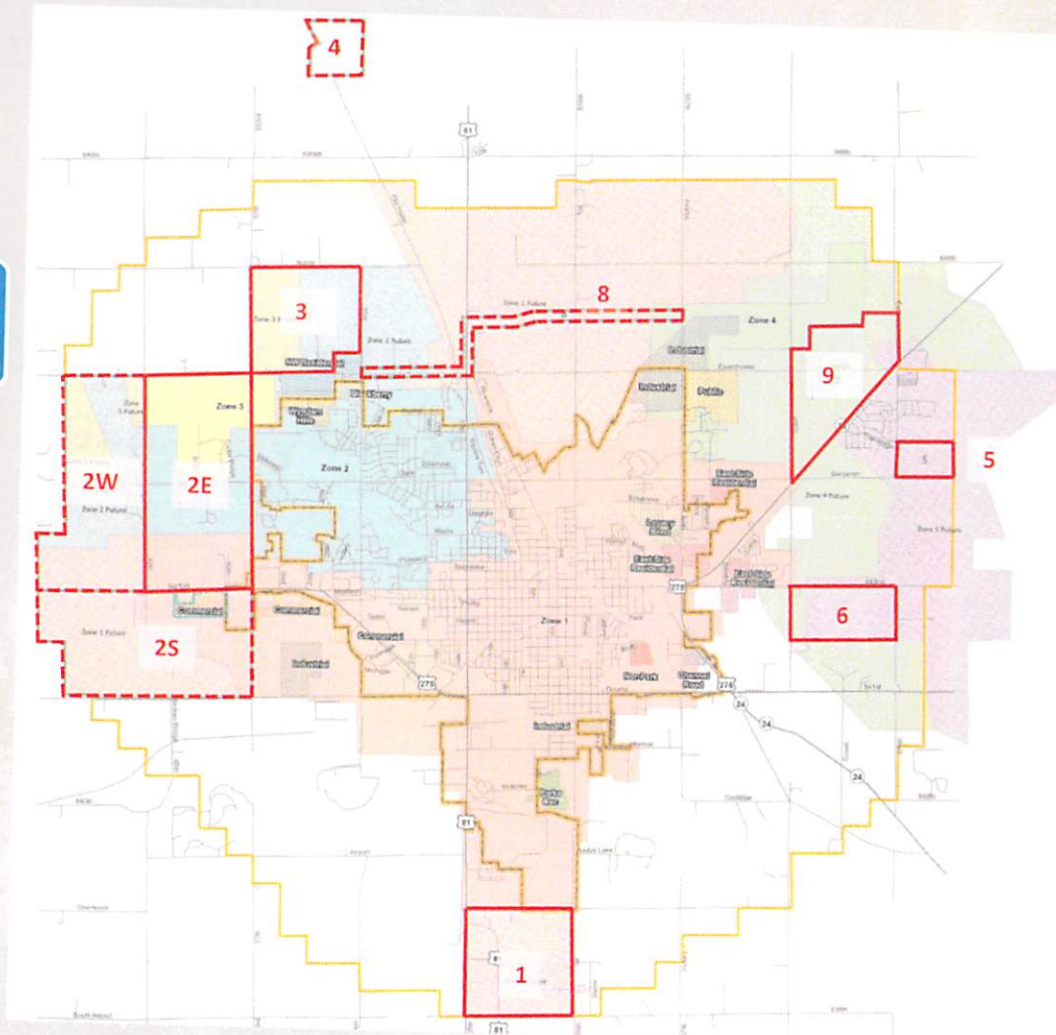


Planning Service Area & Population Projections



Master Planning Service Area

- Growth Areas From 2017 Comprehensive Plan for development within or near City limits through 2040
- Development Areas Based on potential development interests



Water Master Plan Update 2020
City of Norfolk, Nebraska
Study Area
Figure 1-1

Existing City Limits
 Existing City Limits
 Extraterritorial Jurisdiction Area (ETJ)

Future Growth Areas

- Blackberry (Single Family Residential)
- Channel Rd (Multi-family Residential)
- Commercial/Public
- East Side Area (Single Family Resid)
- Industrial
- Legacy Bend (Single Family Residential)
- Northwest Area (Single Family Resid)
- Nor-Park (Multi-family Residential)
- Parks/Recreation
- Wyndam Hills (Single Family Resid)

Amendment 4 Development Areas & Numbers

- 2E Hydraulic Model Evaluation
- 2S Qualitative Evaluation

Distribution System Pressure Zones

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 1 (Future)
- Zone 2 (Future)
- Zone 3 (Future)
- Zone 4 (Future)
- Zone 5 (Future)

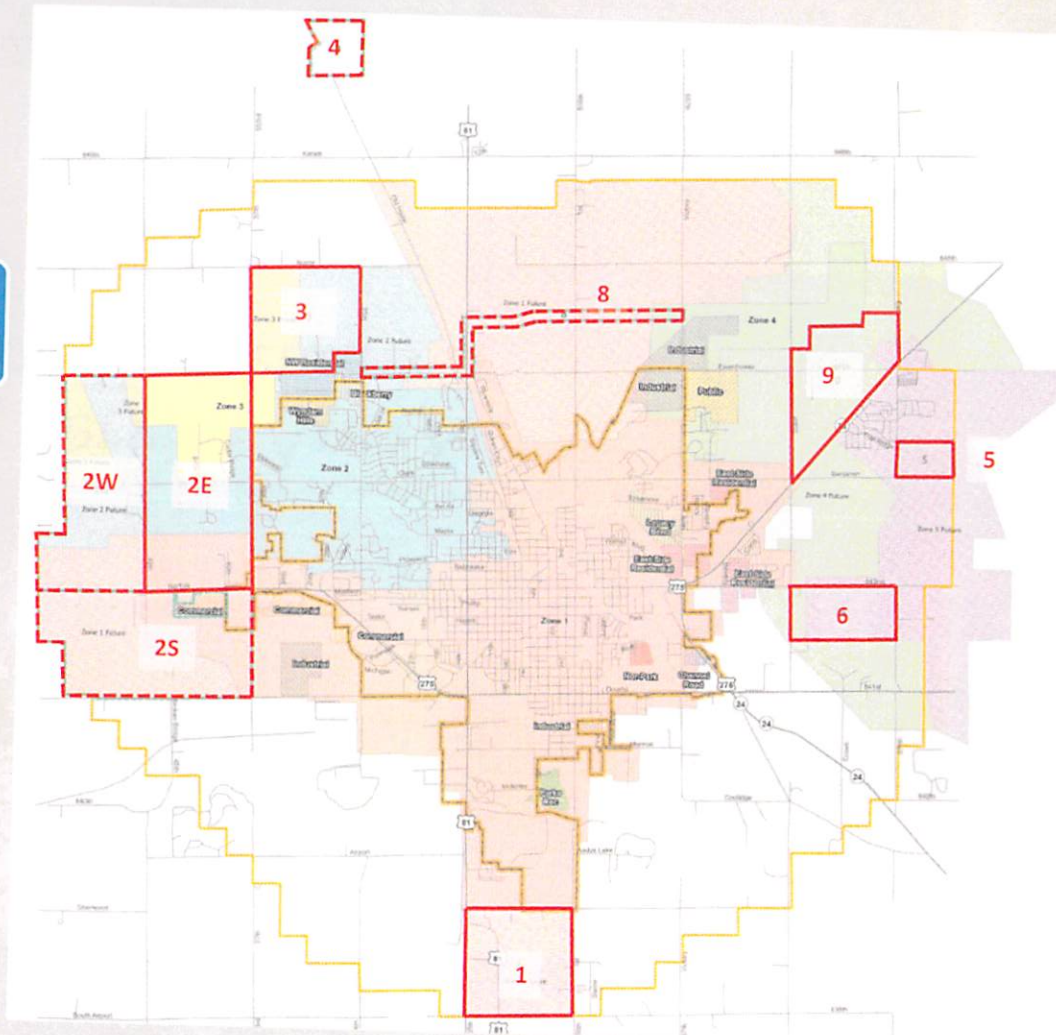
Norfolk
 Right as Rain.

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NORFOLK_INFOWATER_PRO.aprx; January 25, 2023

Master Planning Service Area

- Growth Areas From 2017 Comprehensive Plan for development within or near City limits through 2040
- Development Areas Based on potential development interests



Water Master Plan Update 2020
City of Norfolk, Nebraska
Study Area
Figure 1-1

Existing City Limits
 Existing City Limits (Yellow outline)
 Extraterritorial Jurisdiction Area (ETJ) (Dashed yellow outline)

Future Growth Areas

- Blackberry (Single Family Residential)
- Channel Rd (Multi-family Residential)
- Commercial/Public
- East Side Area (Single Family Resid)
- Industrial
- Legacy Bend (Single Family Residential)
- Northwest Area (Single Family Resid)
- Nor-Park (Multi-family Residential)
- Parks/Recreation
- Wyndam Hills (Single Family Resid)

Amendment 4 Development Areas & Numbers

- 2E Hydraulic Model Evaluation
- 2S Qualitative Evaluation

Distribution System Pressure Zones

- Zone 1 (Light orange)
- Zone 2 (Light blue)
- Zone 3 (Light yellow)
- Zone 4 (Light green)
- Zone 1 (Future) (Light orange)
- Zone 2 (Future) (Light blue)
- Zone 3 (Future) (Light yellow)
- Zone 4 (Future) (Light green)
- Zone 5 (Future) (Light purple)

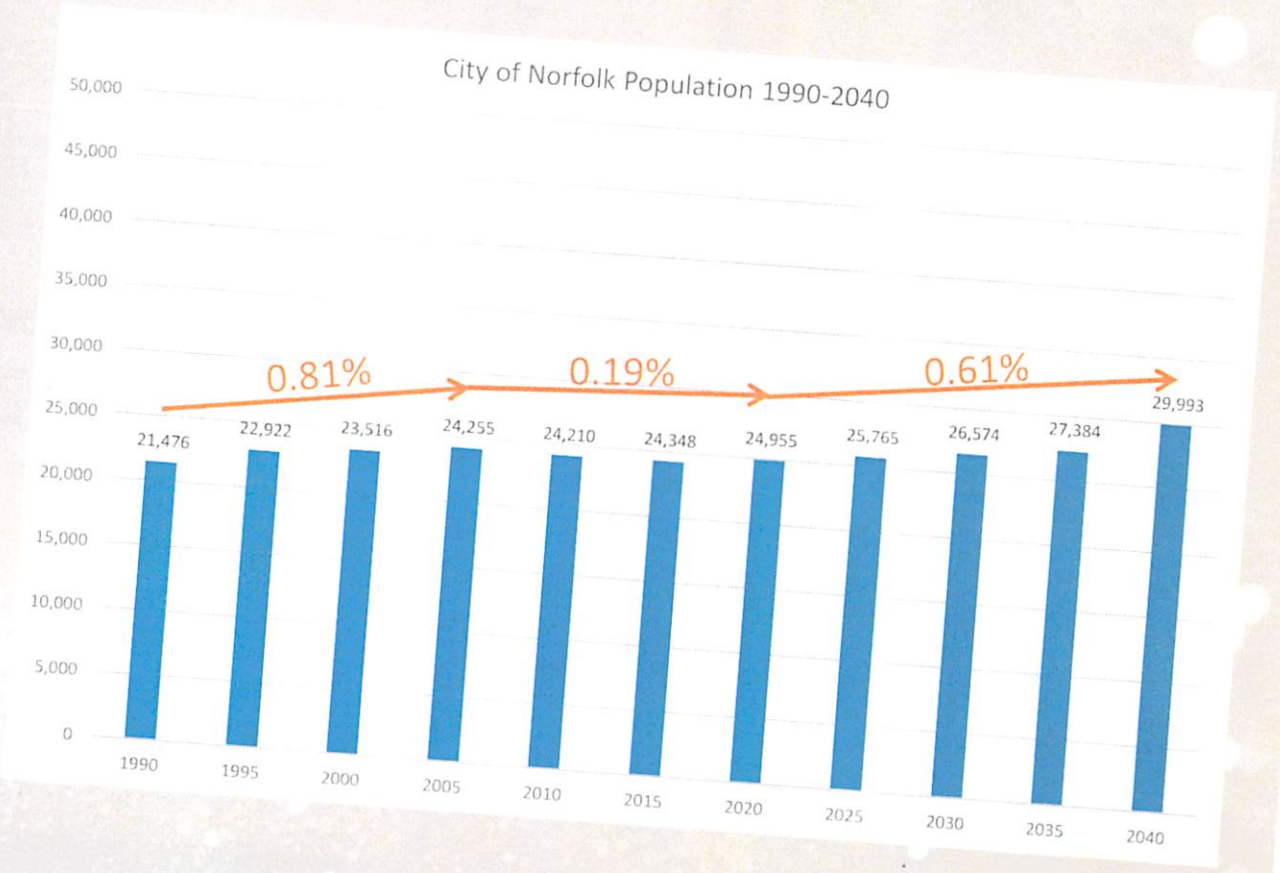
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Growth Area Population Projections

- Data From 2017 City Comprehensive Plan Adds 3,200 People from 2020 to 2040
- 2040 Projection Also Includes 1800 People from Woodland Park
- 50-YR Aggregate Growth Rate of 0.55%



Water System Planning and Capital Improvements (March 2023)



Water System Data

Production and Treatment Facilities

- West Well Field – 9.6 mgd sustainable yield
- West Water Treatment Plant – 14.5 mgd
- East Well Field – 1.4 mgd sustainable yield
- East Water Treatment Plant – 1.4 mgd

Pressure Zone Elevations

- Zone 1 – 1493-1595 (HGL 1701)
- Zone 2 – 1581-1684 (HGL 1789)
- Zone 3 – 1680-1780 (Future)
- Zone 4 – 1581-1676 (HGL 1789)
- Zone 5 – 1627-1742 (Future)
- Eastern Heights Pumped Service Area

Pump Stations

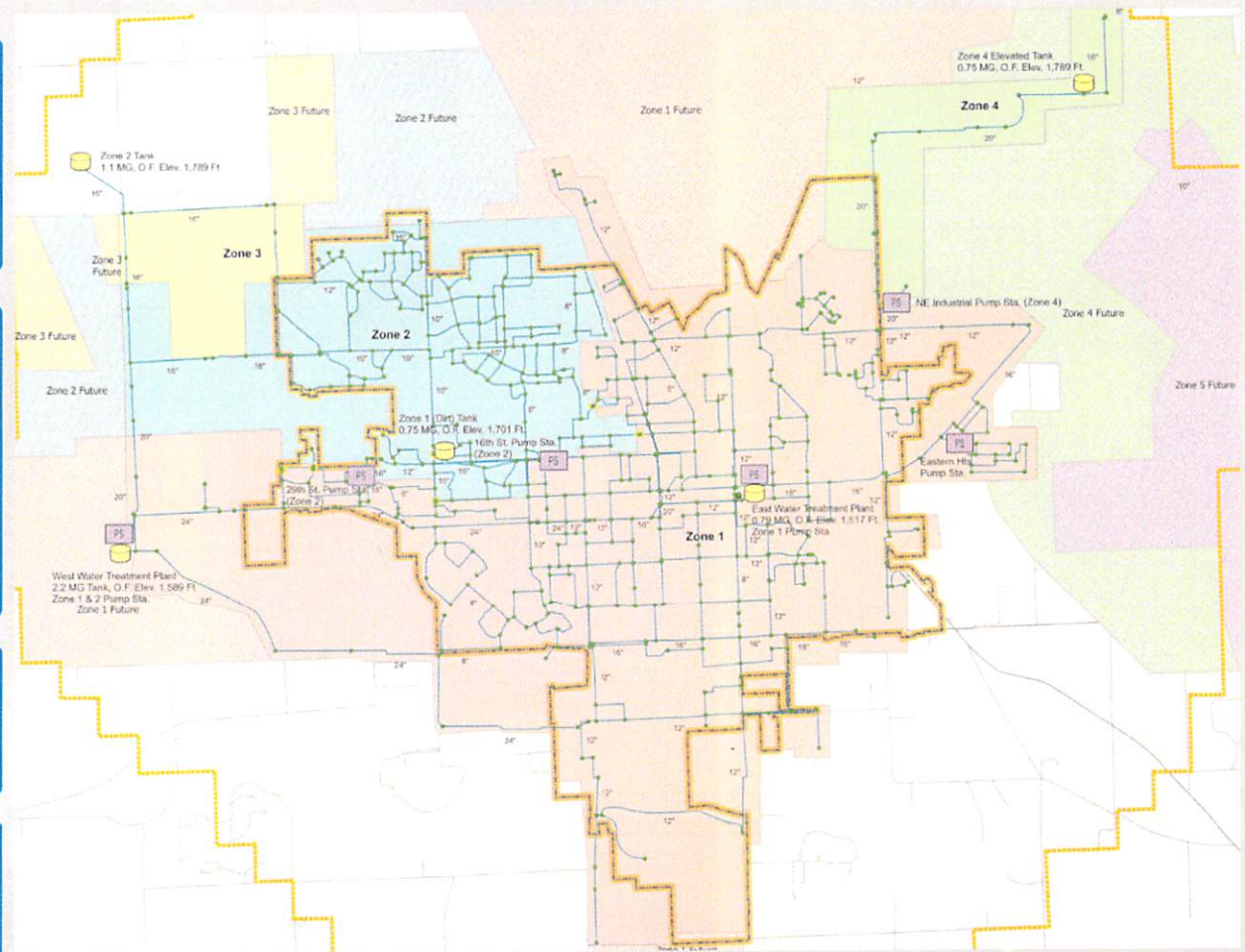
- 8 Pump Stations
- 0.7 – 13.7 mgd

Storage Reservoirs

- 5 Reservoirs
- 0.8 – 2.2 MG

Pipelines

- 181 Miles
- 4 – 24-inch pipe
- 87% of pipe 12-inch and smaller

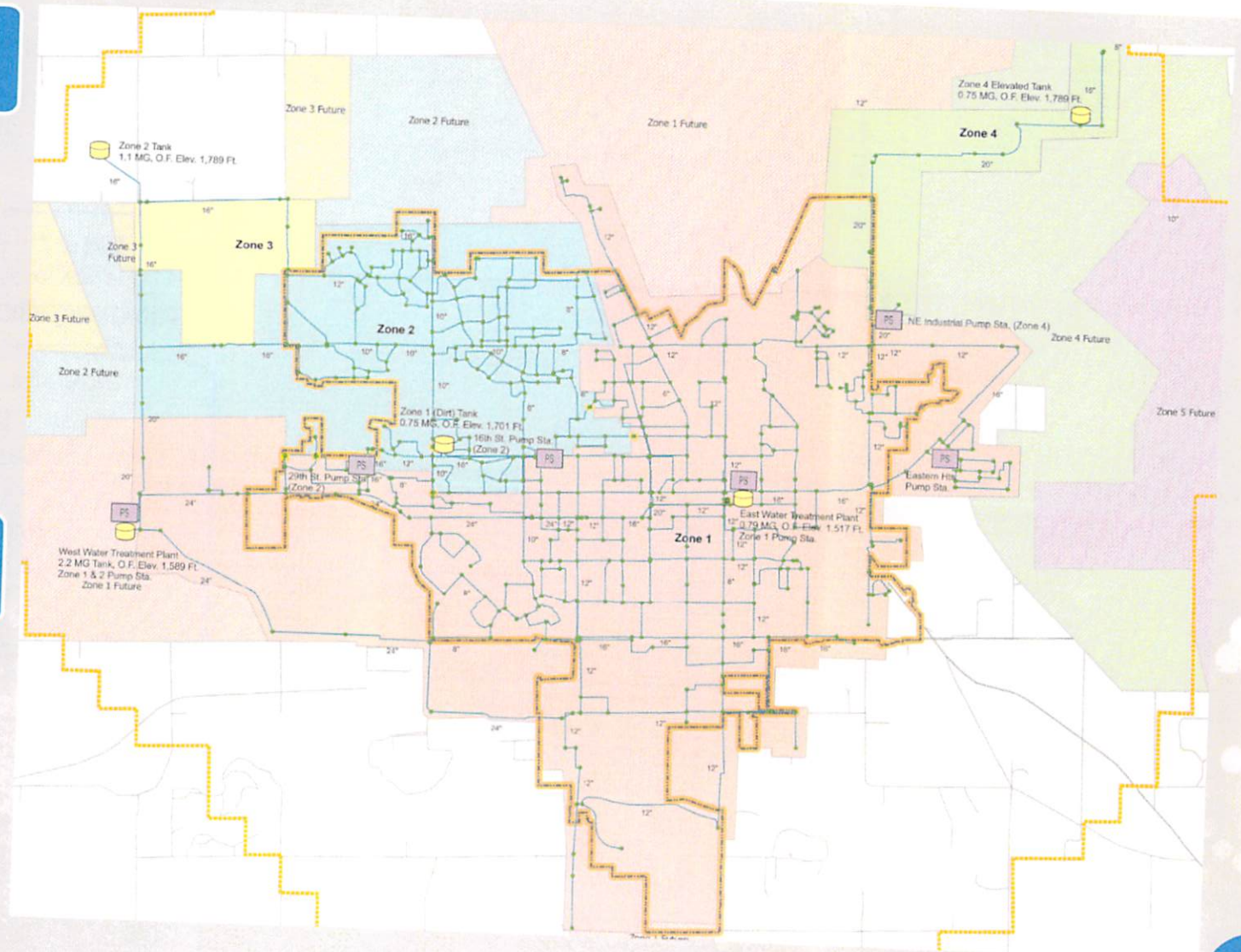


Hydraulic Model Update

- Updated pipe network
- 2019 metered sales data allocated to model nodes
- Max day diurnal demand patterns developed from SCADA operational data and applied to model
- Model calibrated to simulate actual system operation on July 27, 2021

Water System Evaluations

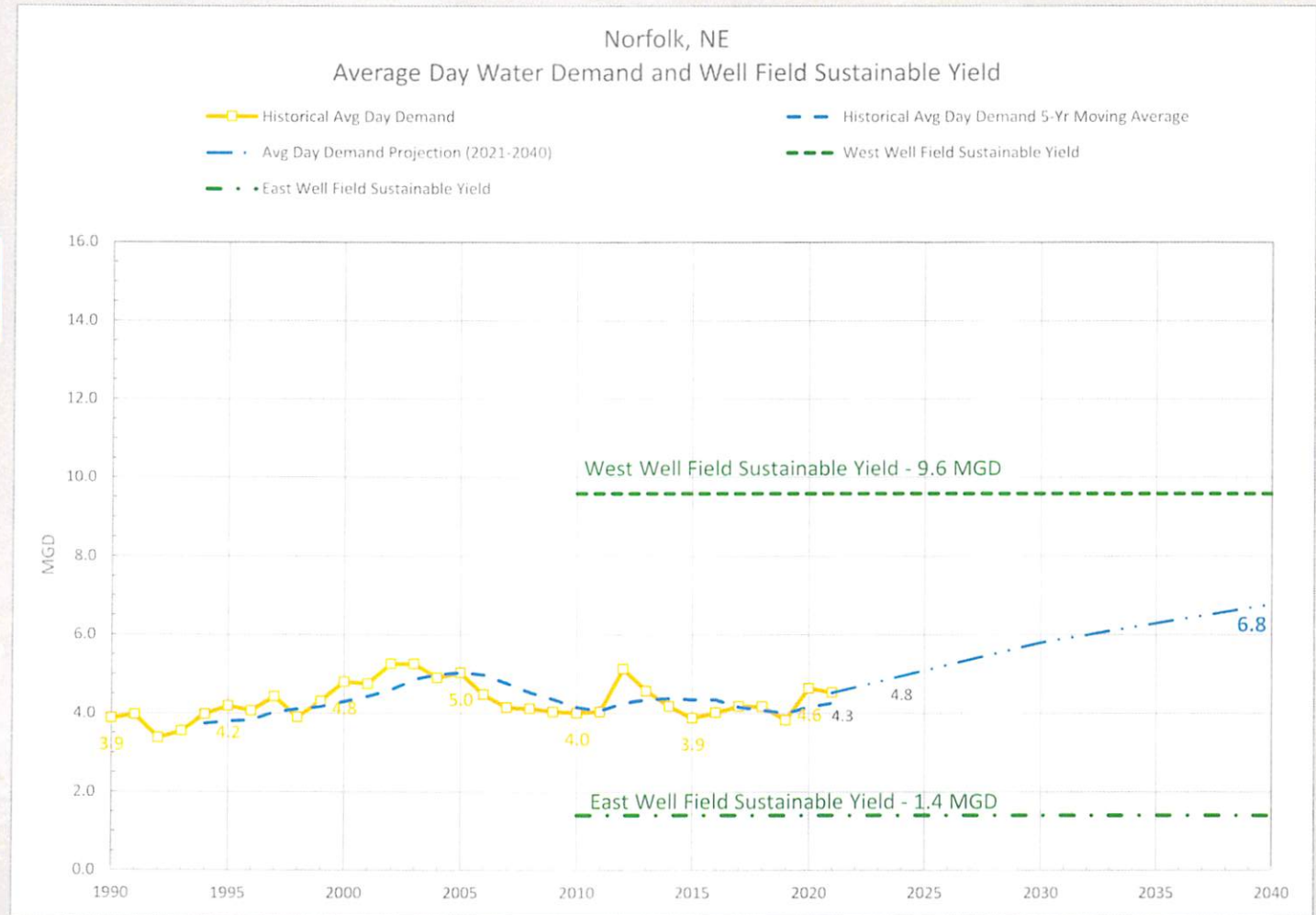
- Existing system performance
- Future system performance (2030-2040)
- Pipe velocity, high & low pressure, storage utilization, water age
- Develop and model necessary improvements



Water Demand Projections

Average Day Demand

- Total annual water use divided by 365 Days
- Used to define groundwater aquifer water supply requirements



Water Demand Projections

Maximum Day Demand

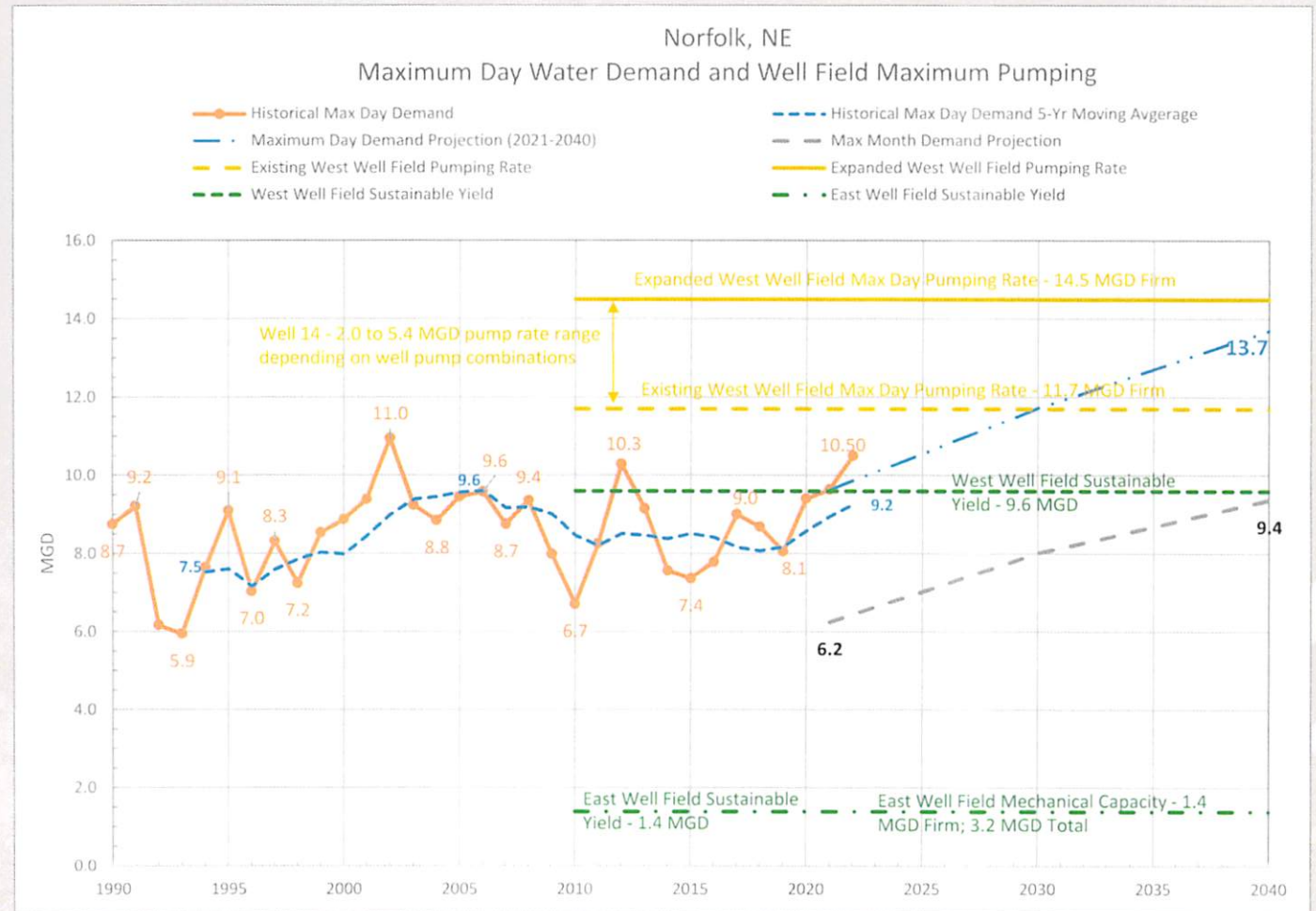
- Single highest demand day in the year
- Used to size treatment facilities, groundwater wells, and pump stations

2012

- One day over 10.0 mgd

2022

- Five days over 10.0 mgd

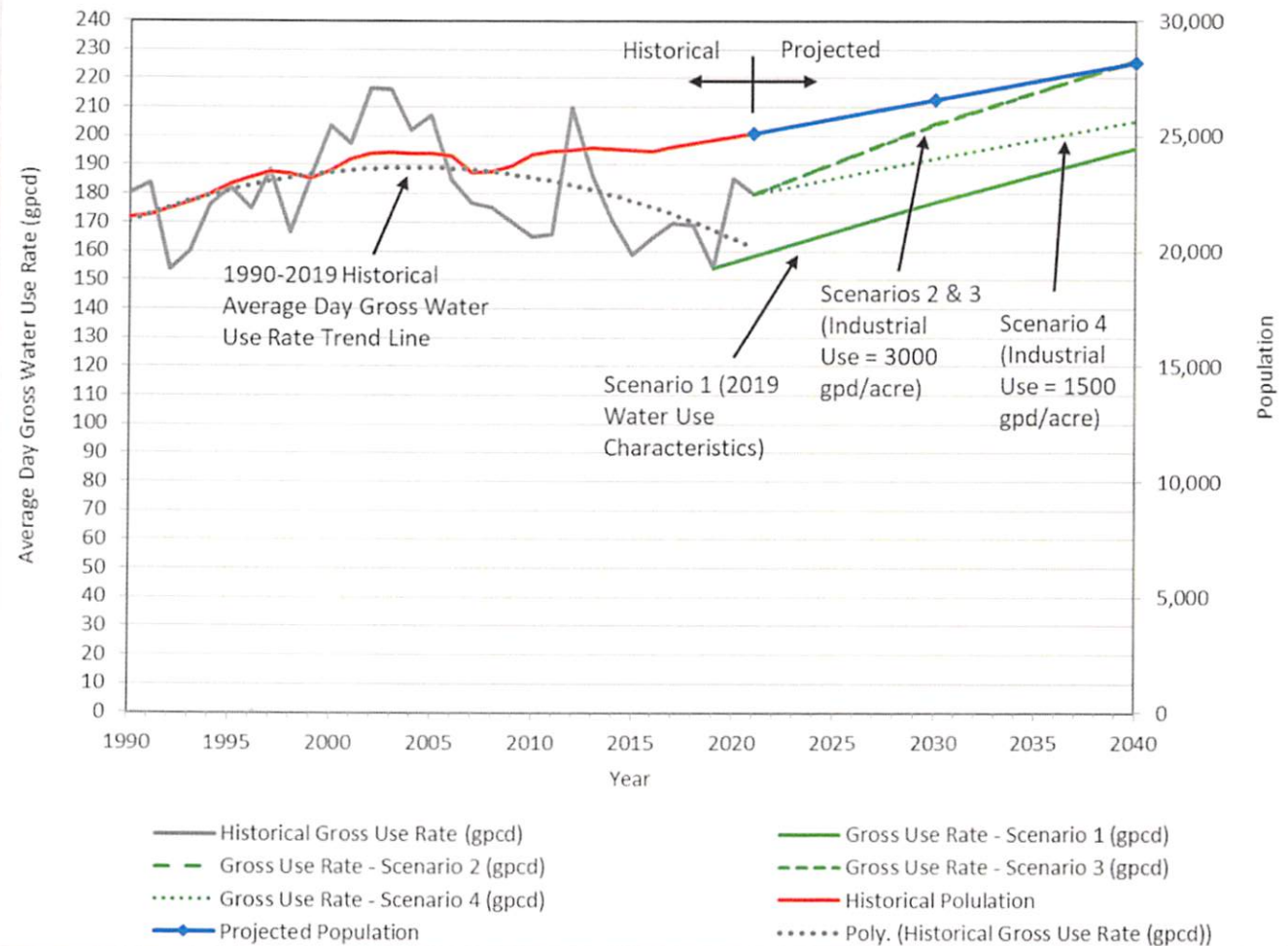


Per Capita Water Use Rates

- Historical Trend Peaked in 2000-05 (190-160 gpcd)
- Declines Due to Conservation and Low Flow Plumbing Fixture Code Requirements
- Increasing Trend in Projection the Result of "Conservation Floor" Plus Planned Industrial Demand of 3000 gpd/acre

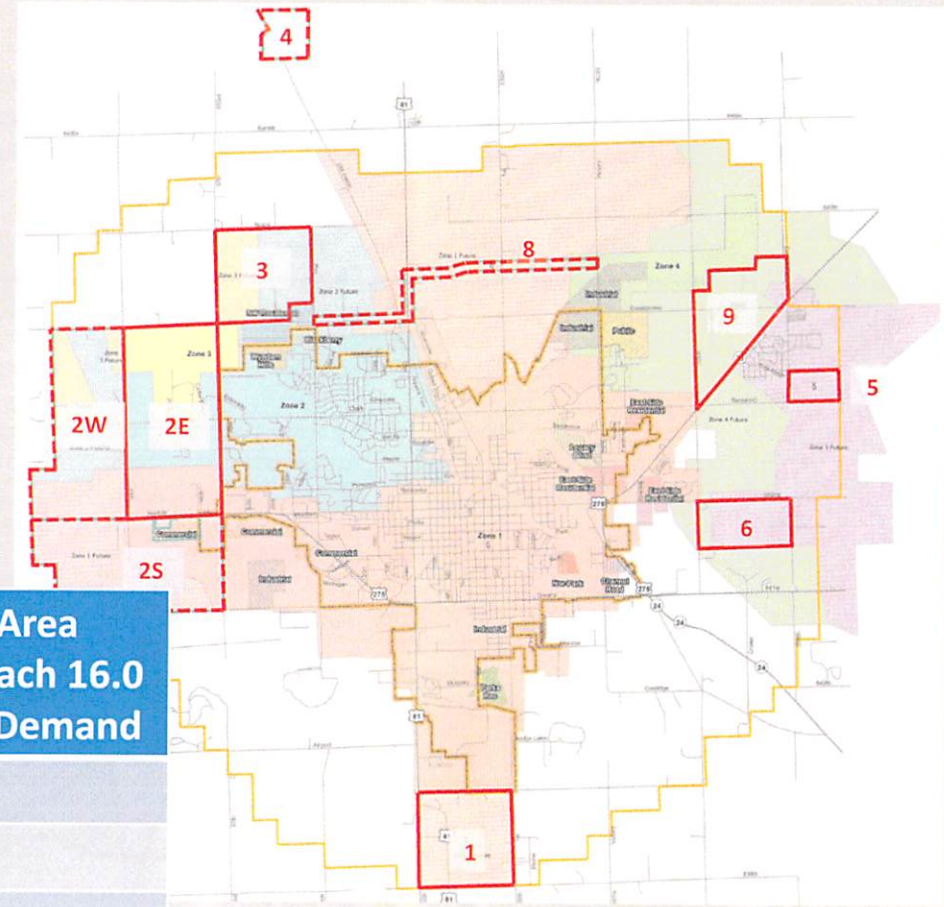
Peer City Per Capita Use Rates (gpcd)

- Rapid City, SD – 158-118
- Boulder, CO- 173-144
- Pueblo, CO – 249-196



Development Area Population Projections

- Water System: Capability to supply up to 16.0 mgd with recommended improvements
- 2.3 mgd additional demand beyond 2040 growth area projection

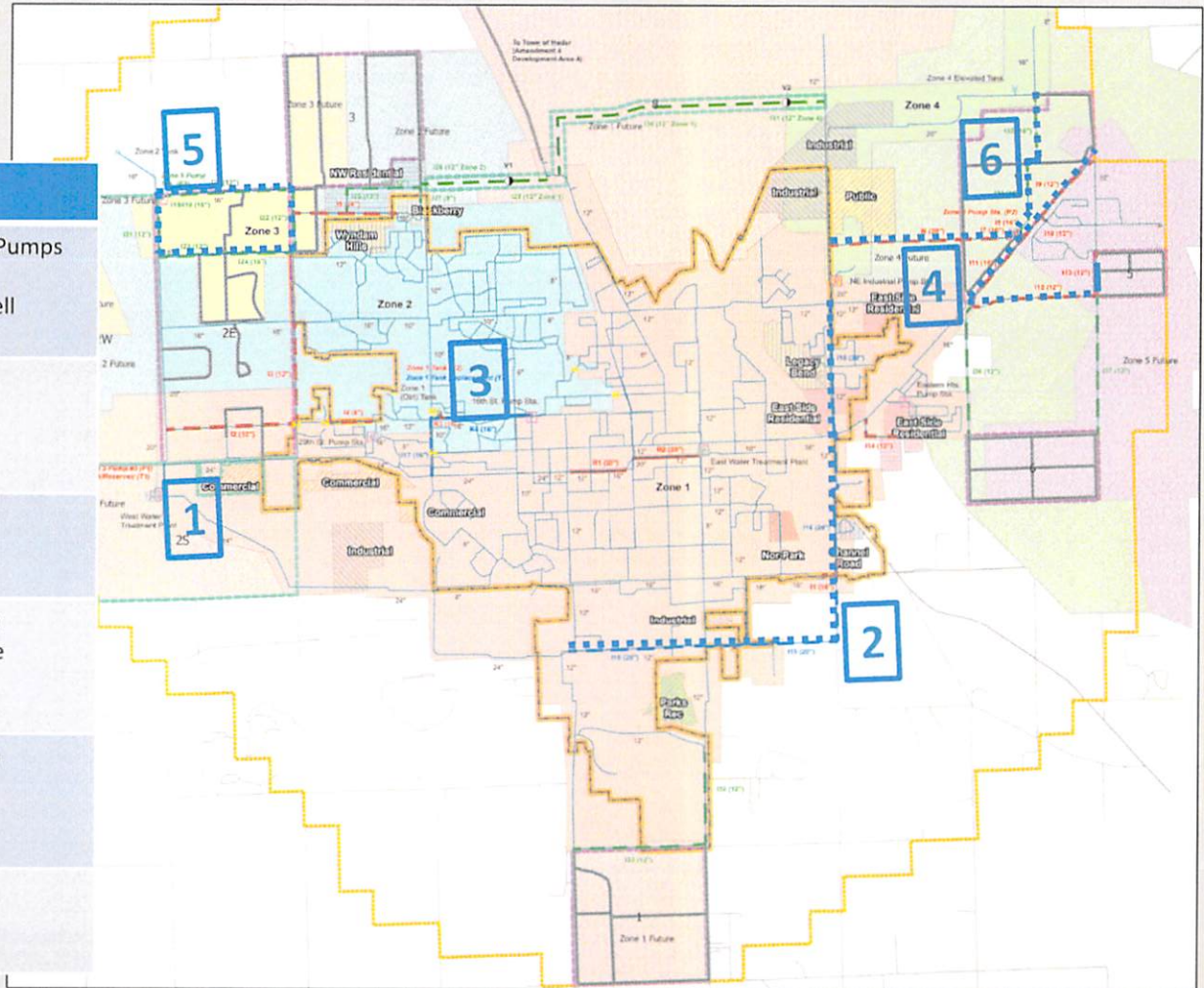


Development Area	Development Area Location	Percent of Area Buildout To Reach 16.0 mgd Max Day Demand
1, 2E, 3	West, North, South	71%
1, 5, 6, 9	South, East	100%
1, 2E, 3, 5, 6	East, West, North, South	61%

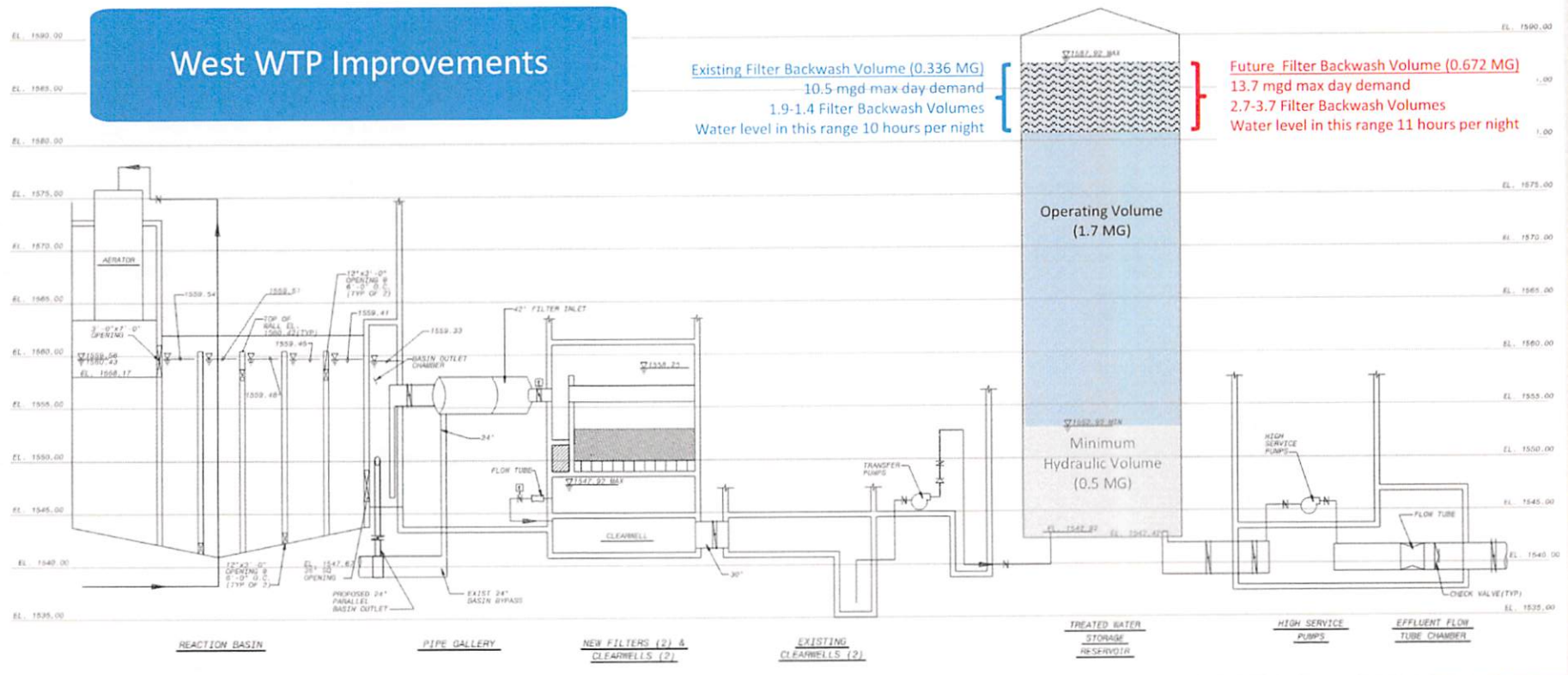
- Percent of Buildout Area Reached with 5,000 Additional Population and 3,000 gal/acre/day allowance for Industrial Development

Primary Water System Recommended Improvements

Name	Description	Facilities
1 – West WTP Improvements (2024-25)	Expands West WTP and West Well Field to 14.5 mgd. Improved filter backwash reliability.	Expanded Zone 1/2 Pumps 2.0 MG Tank Well 14 Collector Well \$15.9M
2 – Zone 1 Transmission Main Expansion (Post-2031)	Provides improved water service access to SE area	20-inch pipe 4.6 miles \$12.0M
3 – Zone 1 Storage Expansion (By 2030)	Provides necessary storage to meet peak hour demand	1.0 MG Tank 25 th & Prospect \$3.5M
4 – Zone 5 Service Expansion (Development Dependent)	Provides service to eastern development areas including Woodland Park	Zone 5 Pump Station 12-, 16-, 20-inch pipe 4.3 miles \$11.0M
5 – Zone 3 Service Expansion (Development Dependent)	Provides service to NW development areas	Zone 3 Pump Station 12-16-inch pipe 4.0 miles \$9.8M
6 – Zone 4 NE Loop (Development Dependent)	Provides looped service to NE industrial zoned area	16-inch pipe 1.2 miles \$2.5M



West WTP Improvements



Existing Filter Backwash Volume (0.336 MG)
 10.5 mgd max day demand
 1.9-1.4 Filter Backwash Volumes
 Water level in this range 10 hours per night

Future Filter Backwash Volume (0.672 MG)
 13.7 mgd max day demand
 2.7-3.7 Filter Backwash Volumes
 Water level in this range 11 hours per night

Transfer Pump Expansion

- Replace one existing pump with new 4,400 gpm pump
- Firm capacity of 14.5 mgd

Additional 2 MG Tank

- Additional filter backwash volume for operational flexibility
- Provides tank redundancy

Zone 1 & 2 Pump Expansion

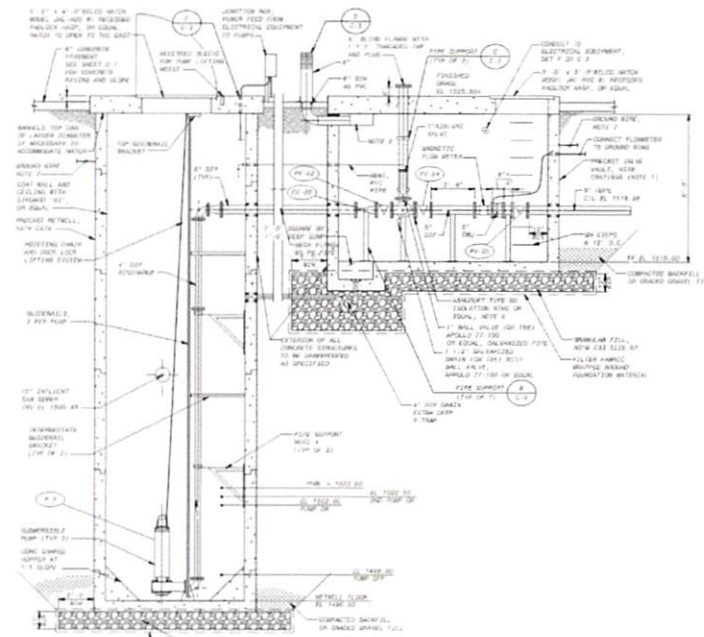
- Zone 1 - Replace one existing pump with new 6,000 gpm pump
- Zone 2 - Replace on existing pump with new 2,000 gpm pump
- Firm capacity meets zone demands

QUESTIONS AND DISCUSSION

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Sewer System Planning and Capital Improvements (March 2020)



Sewer System Data

Gravity Sewers

- 138 miles
- 8-54-inch pipe
- 93% of pipe 18-inch and smaller
- 76% of pipe 10-inch and smaller

Lift Stations

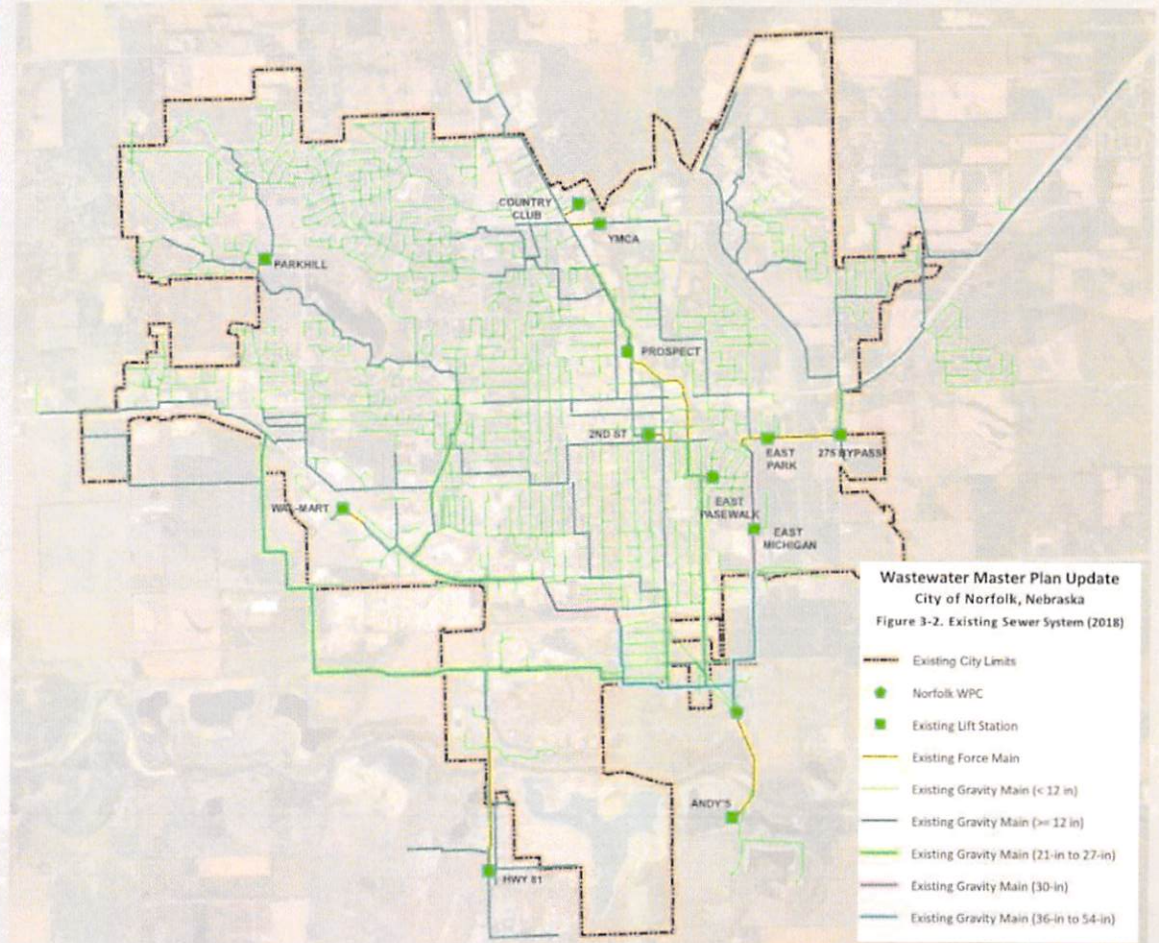
- 12 Lift Stations
- 0.14 – 2.88 mgd capacity

Force Mains

- 3.4 miles
- 4-12 inch pipe

Water Pollution Control Plant

- Max Month – 7.1 mgd
- 4-hr Peak – 9.6 mgd
- Peak Hour – 14.9 mgd

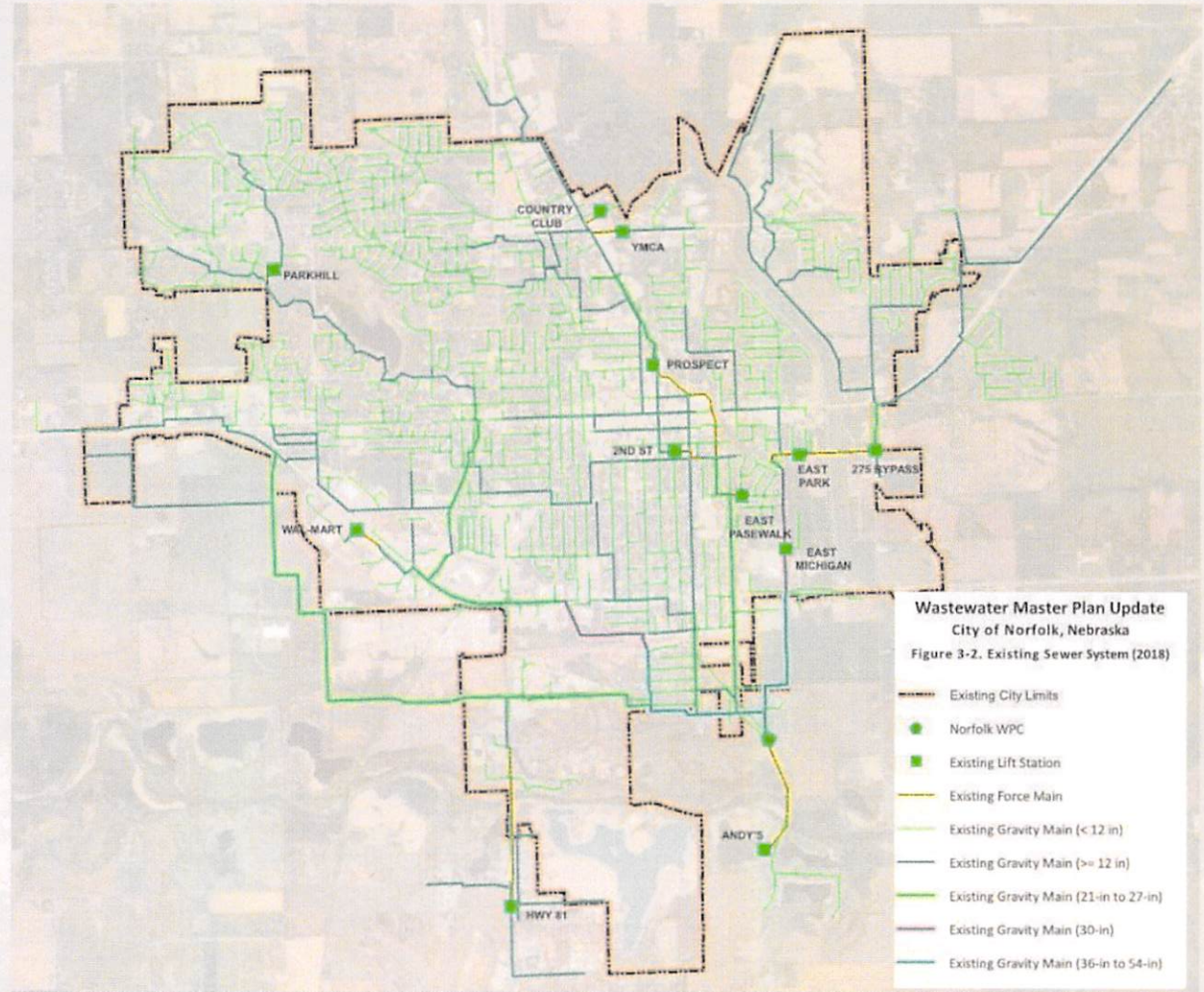


Sewer System Hydraulic Model Update

- Updated pipe network
- Base sewer flows developed from winter water metered sales data and allocated to manholes
- Diurnal flow patterns developed from WPC influent flow data and applied to model
- Model calibrated to simulate dry weather (Nov 15, 2017) and wet weather (June 20, 2018) flows

Sewer System Evaluations

- Existing system performance
- Future system performance (2040)
- Pipe velocity, % pipe utilization
- Develop and model necessary improvements



Sewer Flow Projections

- Historical downward trend from reduced I&I and reduced water consumption
- Per capita flows reduced from 148 to 124 gpcd
- Future 2040 flows distributed to 1100 acres of new development areas of various land use classes

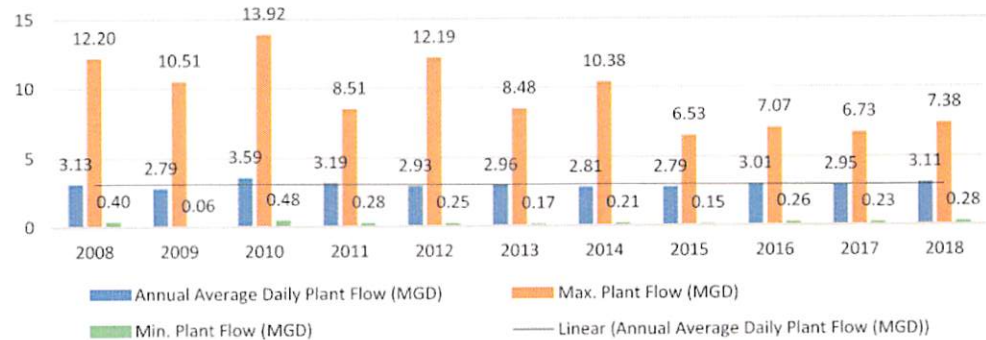


Figure 4-1 Historical Norfolk WPC Plant Flows (2008 - 2018)

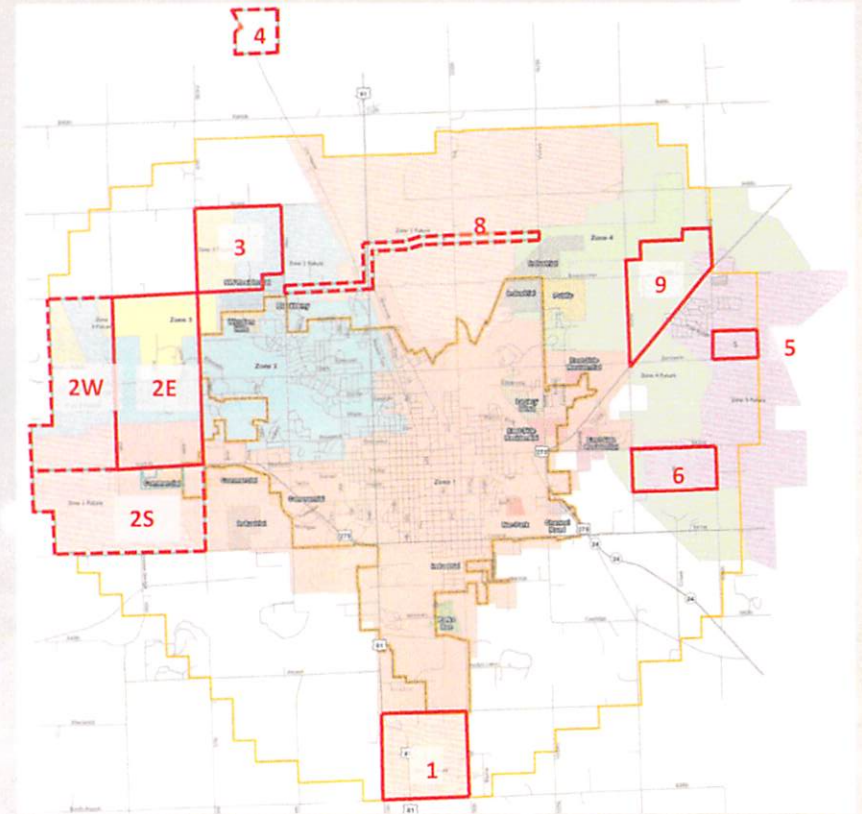
Table 4-4 Year 2040 Flow Contribution

LAND USE	2040 PLANNED DEVELOPMENT (ACRES)	FLOW (MGD)
Single-Family Residential	393	0.17
Blackberry	33	0.01
Wyndham Hills	44	0.02
Legacy Bend	92	0.04
Unnamed	224	0.10
Multi-Family Residential	42	0.03
Channel Road	19	0.01
Nor-Park	23	0.02
Commercial	288	0.10
Industrial	377	0.10
Total Growth Area	1,100	0.40

Development Area Population Projections

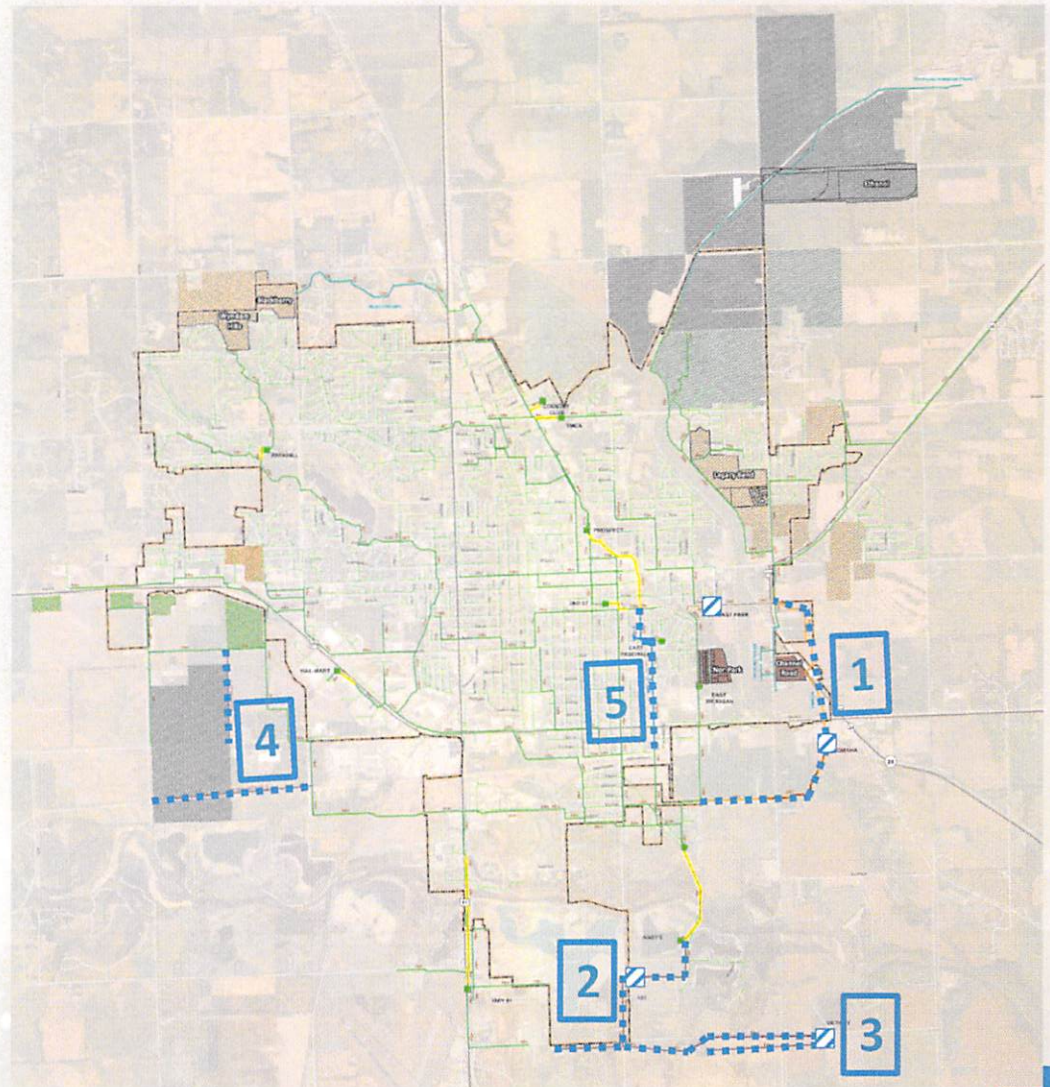
- Sewer System: Growth Capability To Convey Flow With Existing System and Planned Improvements

Development Area	Development Area Location	Percent of Area Buildout To Reach Sewer System Capacity	Population Growth of Area to Reach Sewer System Capacity
1	South	44%	1,348
2	West	20%	3,357
3	Northwest	55%	1,929
5	East	100%	549
6	East	100%	1,527
9	Northeast	50%	1,381



Primary Sewer System Recommended Improvements

Name	Description	Facilities
1 – Eastern Expansion	Accommodates growth in NE and SE service area. Abandon 275 Bypass Lift Station; Replace with new Omaha St. Lift Station, force main, and gravity sewer	Decommission 275 Lift Station (1,225 gpm) New Omaha St Lift Station (2,015 gpm) Gravity sewer: 24-30-inch; 1.5 miles Force main: 18-inch; 0.7 miles \$9.7M
2 – Southern Expansion (Long-Term)	Accommodates growth in southern service area.	1 st St Lift Station (175 gpm) Gravity sewer: 8-10-inch; 1.8 miles Force main: 6-inch; 0.2 miles \$6.3M
3 – Southern Expansion (Long-Term)	Accommodates growth in southern service area	New Victory Rd Lift Station (90 gpm) Gravity sewer: 8-inch; 0.8 miles Force main: 6-inch; 0.8 miles \$5.6M
4 – SW Expansion (Long-Term)	Accommodates growth in SW service area	Gravity sewer: 12-inch; 1.5 miles \$2.0M
5 – Capacity Constraint	Pipe segments at 85% capacity utilization	Gravity sewer: 21-inch; 1.0 miles

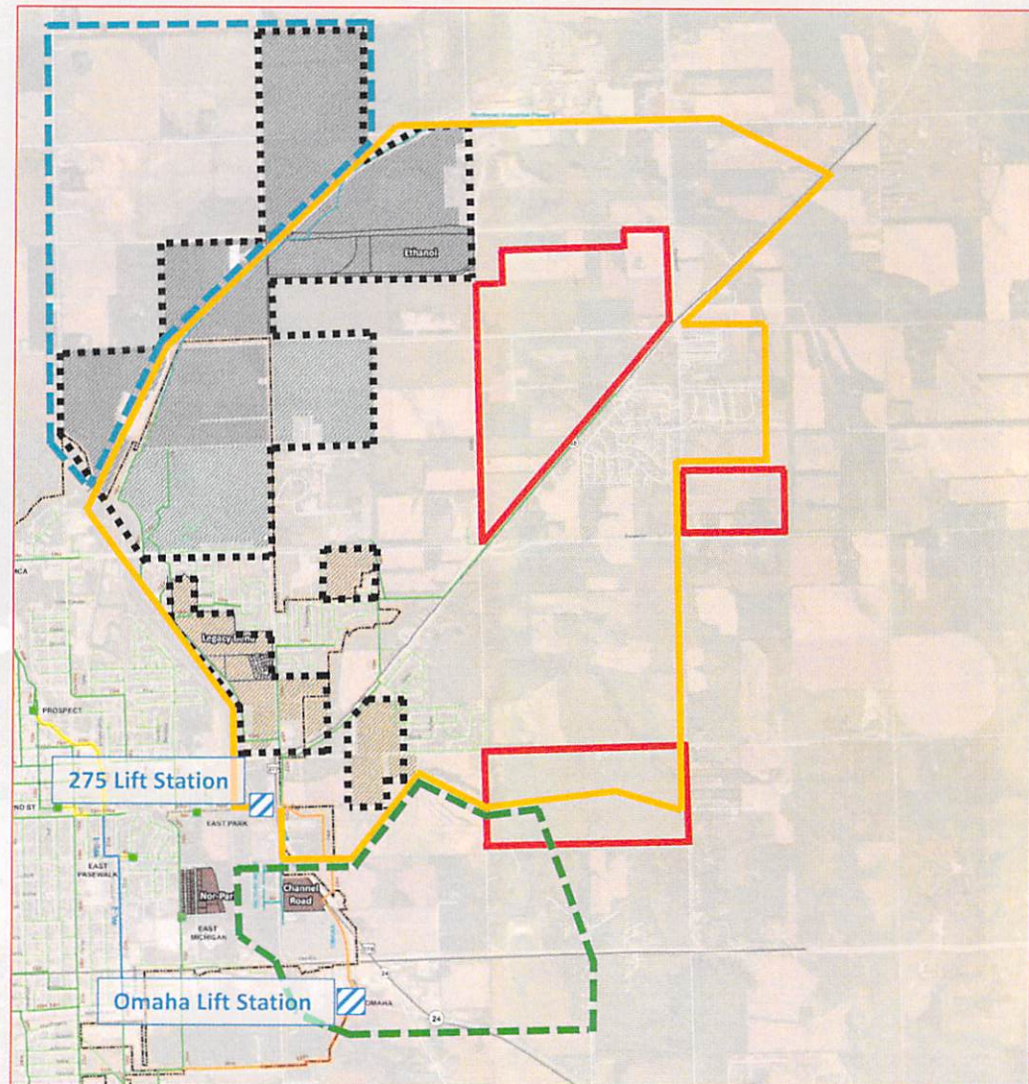


Eastern Expansion (Prepare for Growth)

- Projected growth exceeds 275 Lift Station Capacity
 - Development moratorium due to exceedance of 275 Lift Station capacity
 - Reduce I&I from Woodland Park
 - Expand 275 Lift Station to 1.76 mgd
- Decommission 275 Business Lift Station
- Replace with New Omaha Lift Station

Planning Source	Areas Included	Projected Peak Flow at 275 Lift Station
275 Lift Station Study (2015)	<u>Projected Growth to Buildout</u>	2.9 mgd (2040) 7.6 mgd (Buildout)
Sewer Master Plan Growth Areas (2019)	<u>Infill to Match 2017 Comprehensive Plan</u>	1.4 mgd (2040)
Sewer Master Plan Growth Plus Development Areas (2023)	<u>Infill to Match 2017 Comprehensive Plan</u> <u>EJA Growth to Buildout</u>	2.8 mgd (2040)
Omaha Lift Station Detailed Design (2022)	<u>Area Added to Service Area</u> <u>Area Added to Service Area</u>	2.8 mgd (Initial) 4.2 mgd (Expanded) TBD (Buildout)

Note: Existing 275 Business Lift Station Capacity is 1.76 mgd



QUESTIONS AND DISCUSSION

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Omaha Ave. Lift Station, Force Main, and Gravity Sewer Improvements



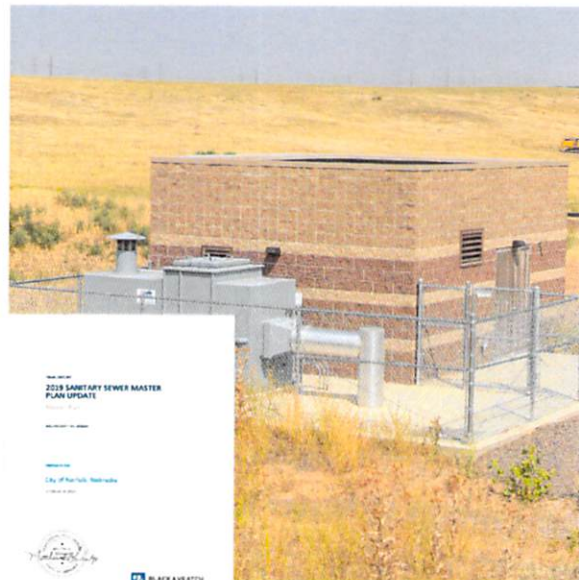
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Picture courtesy of Google Maps

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What Has Been Done So Far

- OCT plant
- Studies in 2015, 2017, and 2019
- Initial design completed in 2018
 - Includes abandoning bypass lift station 275
- Easements acquisition nearly complete
- Original OPC in 2016 — \$5 Million
- Current CIP \$9.1 Million



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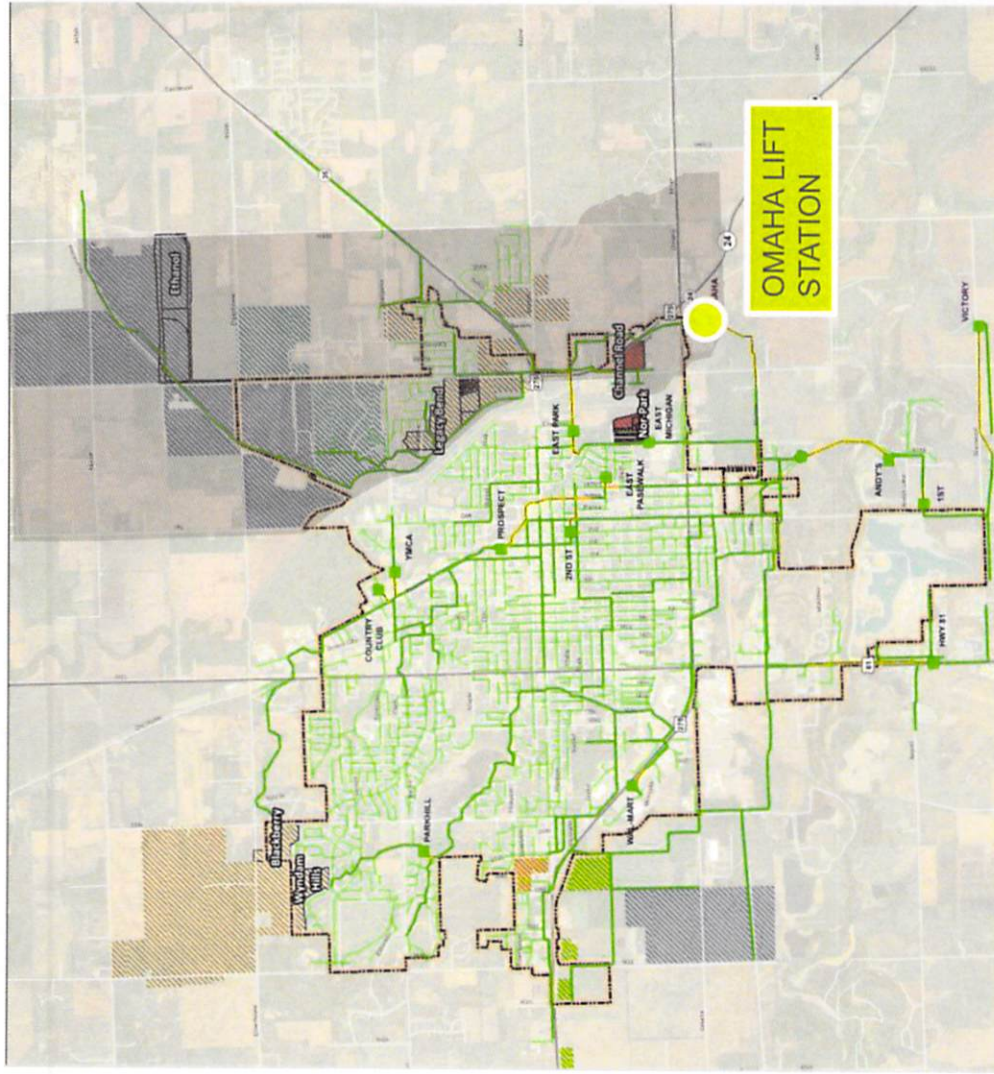
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Omaha Ave. Lift Station Service Area

Wastewater Master Plan Update City of Norfolk, Nebraska

Figure 5-7. Future System Deficiencies



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Weighing the Pros and Cons

PROS

- **Increased capacity** for future growth and peak flows
- Omaha Ave. lift station service area is **shovel ready**
- **Removes lift station** from NDOT ROW
- Long term **cost savings** (lock in cost to control future inflation)
- **Increase capacity** in North and West Norfolk
- Back-up risk control systems

CONS

- Will be a **rate increase** for the project



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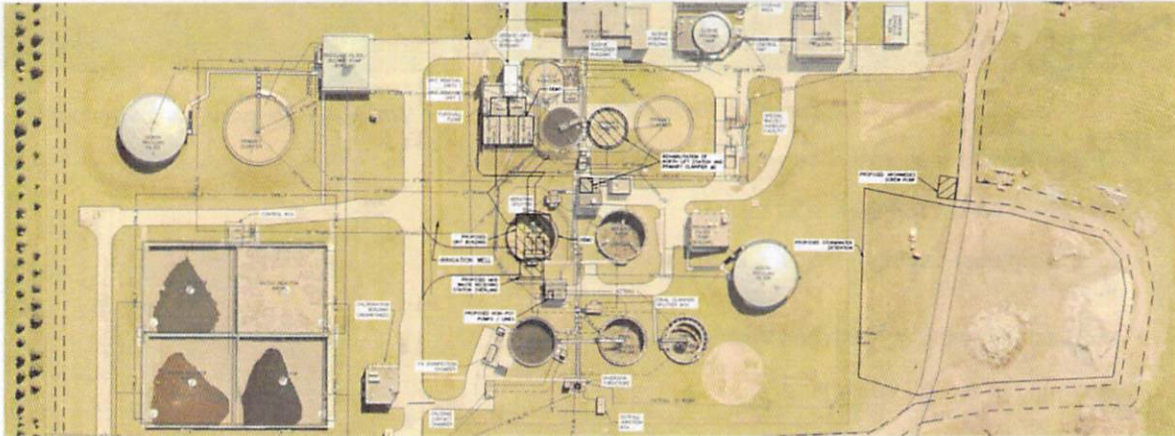
Questions?



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Water Pollution Control Plant Master Plan



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Picture courtesy of Google Maps

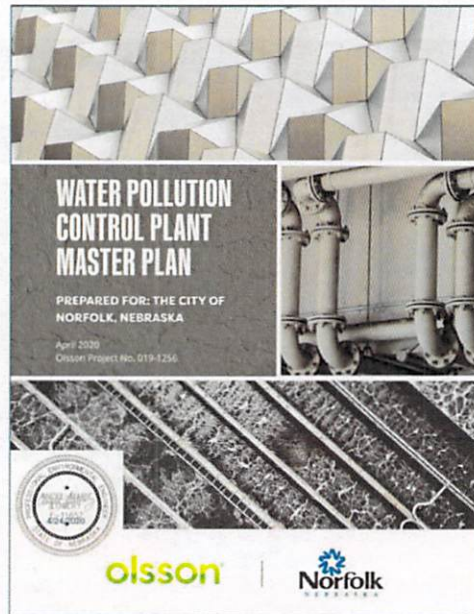
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Expected Growth:

Planning For The Next 20



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2

Analysis & Inspection :

How we developed this plan



Population and Industrial Projections



Potential Future Regulatory Impacts



Projected Flows And Organic Loadings



Unit Process Analysis



Biowin Plant Modeling



Building and Equipment Operation & Maintenance (O&M)

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Water Reuse Evaluation

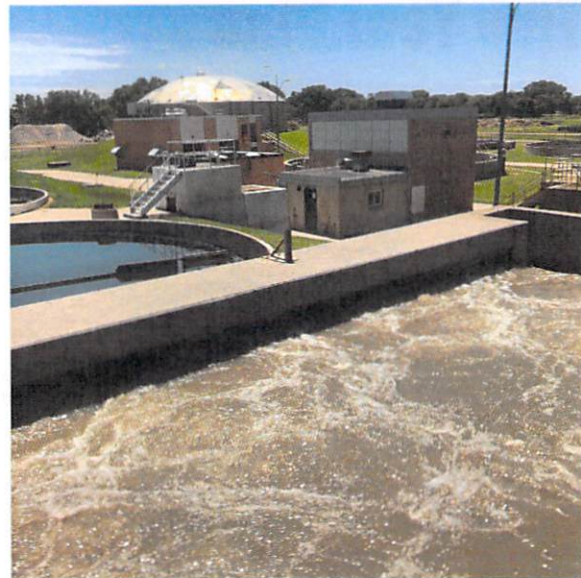
What are the City's Goals?

Onsite uses:

- a. Irrigation
- b. Cleaning at truck loading stations
- c. Washing of process equipment

Industrial/Commercial Uses:

- a. Further clean and pump to industries
- b. Irrigation at parks or campuses

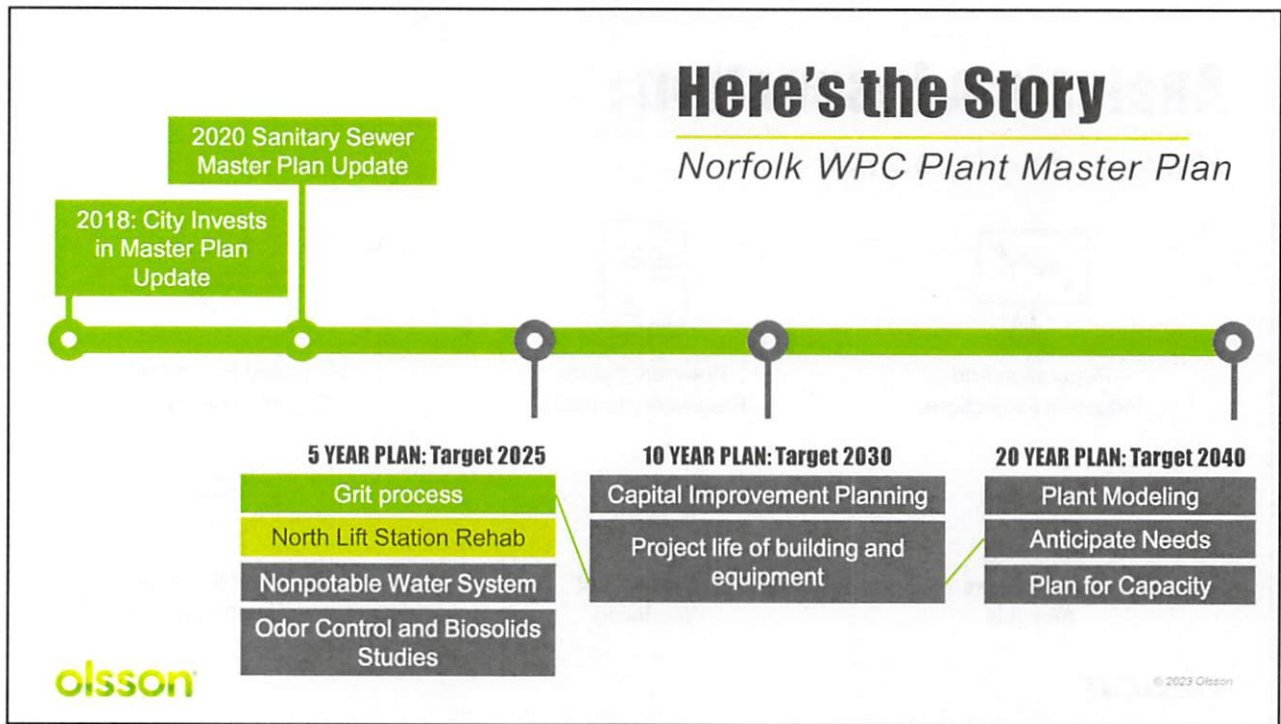


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Five Year Plan

So, what are the first steps?

Plant improvements for **smooth plant operation**

- Necessary short-term improvements
- Optimize plant performance and capacity
- Approximately \$9 million in necessary improvements and studies

- Grit process
- North Lift Station Rehab
- Nonpotable Water System
- Odor Control and Biosolids Studies

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Ten-Year Plan

Okay, then what?

Recommendations for building and equipment operation & maintenance

- Capital Improvement Planning
- Projected life of buildings and equipment, some equipment dates back to the 1960's
- Approximately \$10 million in necessary improvements

Biosolids Facility Upgrade

Rebuild primary clarifier #3

Trickling Filter Media Replacement

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Reconditioning of inactive process tanks



- a. Two different treatment processes
- b. Aging infrastructure

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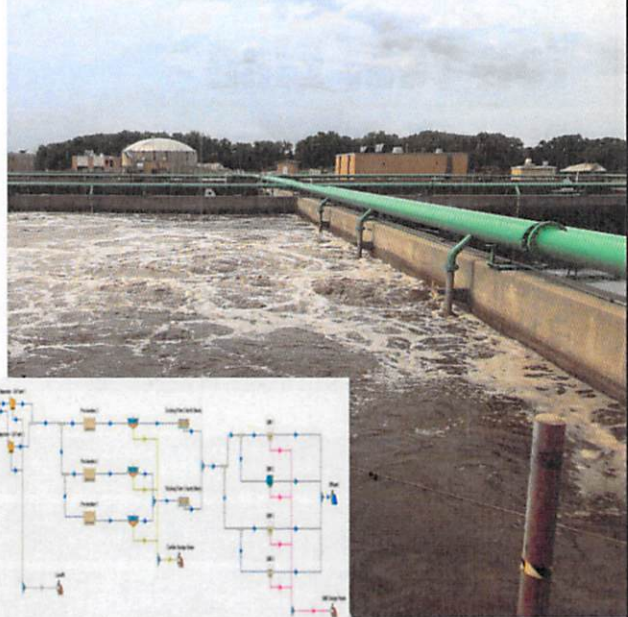
Twenty-Year Plan

A look into the future.

Develop a plan to increase the plant's capacity to handle changing needs

- Modeling of the plant
- Future regulatory limits, population growth, and new industries
- Approximately \$40 million for total expansion (2020 dollars)

Phased Expansion of the Plant



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Questions?



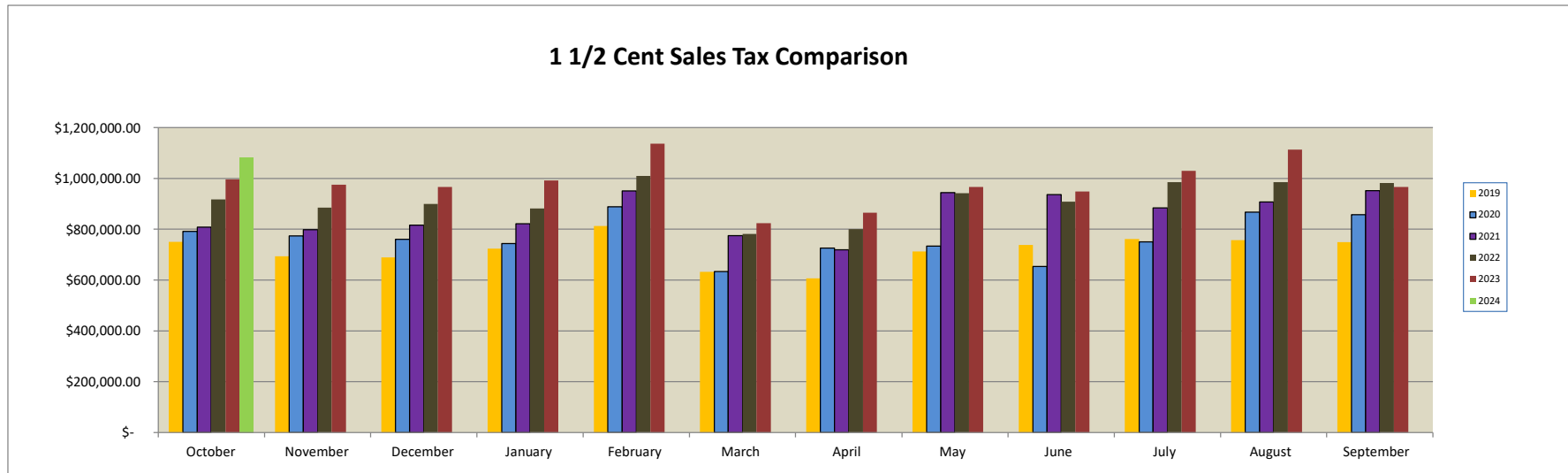
olsson

39

6

CITY OF NORFOLK
1 1/2 CENT SALES TAX COMPARISON
2019 - 2024

PAYMENT DATE	2023						2024		CHANGE 2023 TO 2024		BUDGET VARIANCE	
	2019	2020	2021	2022	2023	2024	BUDGET					
October	\$ 749,907.08	\$ 791,667.22	\$ 807,699.88	\$ 916,869.52	\$ 995,864.82	\$ 1,083,160.19	\$ 996,910.16	\$ 87,295.37	8.77%	\$ 86,250.03	8.65%	
November	\$ 693,592.86	\$ 773,622.59	\$ 798,022.46	\$ 884,430.97	\$ 974,723.28	-	\$ 975,768.62	\$ -	0.00%	\$ -	0.00%	
December	\$ 688,673.25	\$ 760,004.07	\$ 815,440.55	\$ 899,492.96	\$ 965,286.05	-	\$ 966,331.39	\$ -	0.00%	\$ -	0.00%	
January	\$ 722,650.88	\$ 743,508.54	\$ 821,520.19	\$ 881,000.94	\$ 991,455.26	-	\$ 992,500.60	\$ -	0.00%	\$ -	0.00%	
February	\$ 812,345.69	\$ 887,425.53	\$ 950,153.16	\$ 1,009,091.07	\$ 1,135,957.92	-	\$ 1,137,003.26	\$ -	0.00%	\$ -	0.00%	
March	\$ 632,492.20	\$ 633,342.26	\$ 774,090.95	\$ 781,268.81	\$ 823,190.27	-	\$ 824,235.61	\$ -	0.00%	\$ -	0.00%	
April	\$ 606,371.26	\$ 725,373.93	\$ 719,690.10	\$ 800,199.17	\$ 864,336.75	-	\$ 865,382.09	\$ -	0.00%	\$ -	0.00%	
May	\$ 712,360.98	\$ 733,041.40	\$ 943,475.10	\$ 941,437.19	\$ 965,402.83	-	\$ 965,402.83	\$ -	0.00%	\$ -	0.00%	
June	\$ 738,010.16	\$ 653,114.23	\$ 935,611.73	\$ 907,696.57	\$ 948,479.55	-	\$ 908,741.91	\$ -	0.00%	\$ -	0.00%	
July	\$ 761,157.69	\$ 750,322.72	\$ 883,844.67	\$ 985,039.55	\$ 1,029,422.05	-	\$ 986,084.89	\$ -	0.00%	\$ -	0.00%	
August	\$ 756,686.77	\$ 866,997.21	\$ 907,083.35	\$ 984,190.94	\$ 1,112,393.81	-	\$ 985,236.28	\$ -	0.00%	\$ -	0.00%	
September	\$ 748,664.90	\$ 857,175.30	\$ 951,421.42	\$ 981,225.96	\$ 965,491.99	-	\$ 982,271.30	\$ -	0.00%	\$ -	0.00%	
TOTALS	\$8,622,913.72	\$9,175,595.00	\$ 10,308,053.56	\$ 10,971,943.65	\$ 11,772,004.58	\$ 1,083,160.19	\$ 11,585,868.94	\$ 87,295.37	8.77%	\$ 86,250.03	8.65%	



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

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between ELRIC BREault & HEIDI BREault, husband and wife, whose mailing address for notice purposes hereunder is, 2110 S. 1st Street, Norfolk, NE 68701-6415, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

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

Lot 2 of Homestead Acres to Norfolk, Madison County, Nebraska; and

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

NOW THEREFORE, it is agreed as follows:

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

SEE ATTACHED EXHIBIT "6"
PERMANENT EASEMENT LEGAL DESCRIPTION

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

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

**SEE ATTACHED EXHIBIT "6A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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

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

**SEE ATTACHED EXHIBIT "6B"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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

4. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
5. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.

6. OWNER agrees that for and in consideration of the sum of One Thousand Two Hundred Forty-five Dollars and 24 Cents (\$1,245.24), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.
8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.
9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or

(iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

10. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

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

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

OWNER:

ELRIC BREAUT & HEIDI BREAUT

BY: [Signature]
Elric Breault

BY: [Signature]
Heidi Breault

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 10th day of October, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Elric Breault and Heidi Breault, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

[NOTARY SEAL]



[Signature]
Notary Public Signature

Kelli J. Svitek
Notary Public—Printed Name

My commission expires the 16th day of May, 2027

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

ACCEPTANCE BY CITY

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

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

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

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

[NOTARY SEAL]

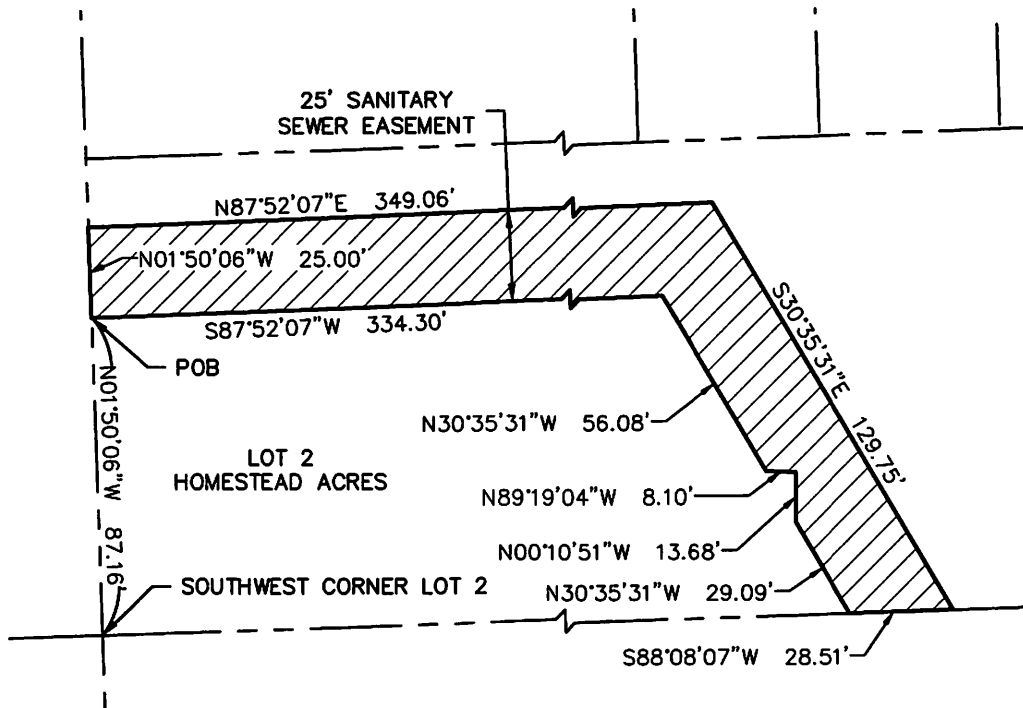
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker

F:\2022\02501-03000\022-02759\40-Design\Exhibits\PERM EASE_SAN_02202759.dwg
 XREFS: C_PUTIL_02202759 V_XTOFO_SPC_02202759
 DWG: Aug 02, 2023 12:44pm
 DATE:



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

25' SANITARY SEWER EASEMENT DESCRIPTION

A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 2, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HOMESTEAD ACRES, THENCE ON AN ASSUMED BEARING OF N01°50'06"W, ON THE WEST LINE OF LOT 2, A DISTANCE OF 87.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°50'06"W, ON SAID WEST LINE OF LOT 2, A DISTANCE OF 25.00 FEET; THENCE N87°52'07"E, A DISTANCE OF 349.06 FEET; THENCE S30°35'31"E, A DISTANCE OF 129.75 FEET TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE S88°08'07"W, ON SAID SOUTH LINE OF LOT 2, A DISTANCE OF 28.51 FEET; THENCE N30°35'31"W, A DISTANCE OF 29.09 FEET; THENCE N00°10'51"W, A DISTANCE OF 13.68 FEET; THENCE N89°19'04"W, A DISTANCE OF 8.10 FEET; THENCE N30°35'31"W, A DISTANCE OF 56.08 FEET; THENCE S87°52'07"W, A DISTANCE OF 334.30 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 11373.08 SQUARE FEET OR 0.26 ACRES MORE OR LESS.

PROJECT NO:	022-02759
DRAWN BY:	TRE
DATE:	2/23/23

**SANITARY SEWER
EASEMENT**

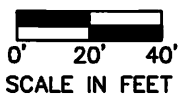
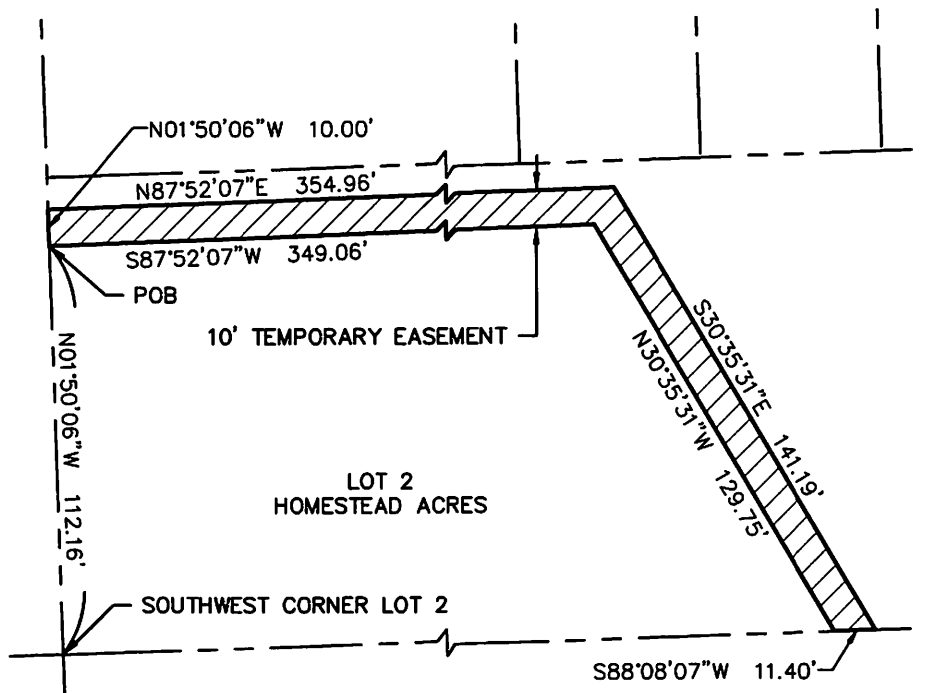
1103 Riverside Blvd.
Norfolk, NE. 68701
TEL 402.347.5434

EXHIBIT
6

11/6/2023

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N01°50'06"W, ON THE WEST LINE OF LOT 2, A DISTANCE OF 112.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°50'06"W, ON SAID WEST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE N87°52'07"E, A DISTANCE OF 354.96 FEET; THENCE S30°35'31"E, A DISTANCE OF 141.19 FEET TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE S88°08'07"W, ON SAID SOUTH LINE OF LOT 2, A DISTANCE OF 11.40 FEET; THENCE N30°35'31"W, A DISTANCE OF 129.75 FEET; THENCE S87°52'07"W, A DISTANCE OF 349.06 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4,874.80 SQUARE FEET OR 0.11 ACRES MORE OR LESS.

USER: kwalker

DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
DATE: Aug 02, 2023 12:44pm
XREFS: V_XTOP0_SPC_02202759
C_PUTIL_02202759

PROJECT NO: 022-02759
DRAWN BY: TRE
DATE: 3/3/23

**TEMPORARY
EASEMENT**

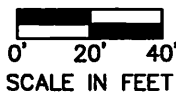
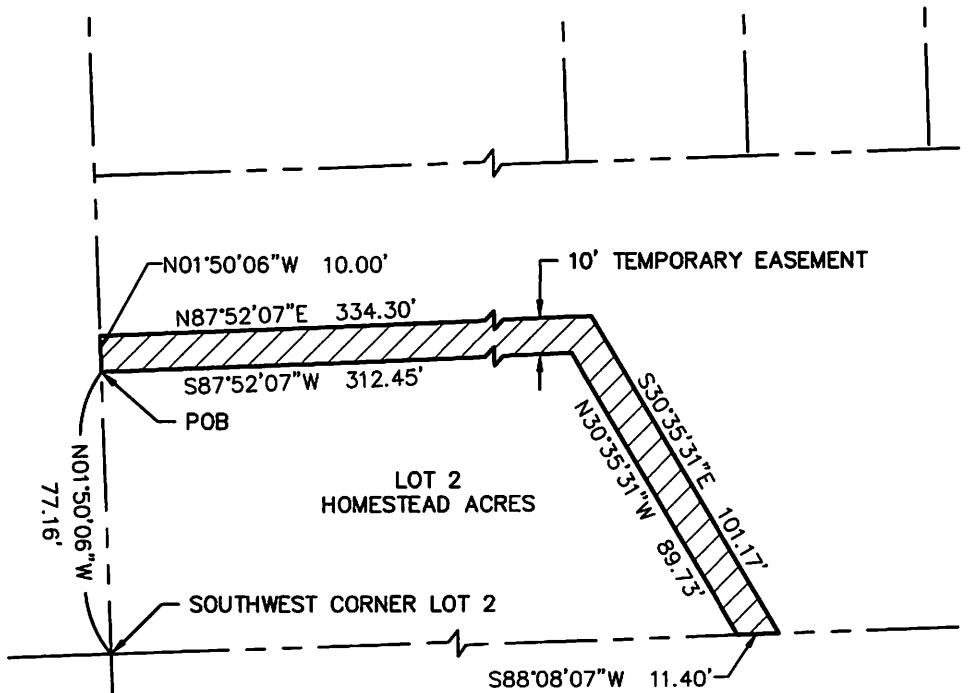
olsson

1103 Riverside Blvd.
Norfolk, NE. 68701
TEL 402.347.5434

EXHIBIT
6A

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 2, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N01°50'06"W, ON THE WEST LINE OF LOT 2, A DISTANCE OF 77.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°50'06"W, ON SAID WEST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE N87°52'07"E, A DISTANCE OF 334.30 FEET; THENCE S30°35'31"E, A DISTANCE OF 101.17 FEET TO A POINT ON THE SOUTH LINE OF LOT 2; THENCE S88°08'07"W, ON SAID SOUTH LINE OF LOT 2, A DISTANCE OF 11.40 FEET; THENCE N30°35'31"W, A DISTANCE OF 89.73 FEET; THENCE S87°52'07"W, A DISTANCE OF 312.45 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 4,267.99 SQUARE FEET OR 0.10 ACRES MORE OR LESS.

USER: kwdtker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:49pm
 XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT 6B
DRAWN BY: TRE				
DATE: 3/3/23				

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

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the _____ day of _____, 2023, by and between ELRIC BREault & HEIDI BREault, husband and wife, whose mailing address for notice purposes hereunder is, 2110 S. 1st Street, Norfolk, NE 68701-6415, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

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

Lot 3 of Homestead Acres to Norfolk, Madison County, Nebraska; and

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

NOW THEREFORE, it is agreed as follows:

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

**SEE ATTACHED EXHIBIT “5”
PERMANENT EASEMENT LEGAL DESCRIPTION**

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

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

**SEE ATTACHED EXHIBIT “5A”
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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

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

**SEE ATTACHED EXHIBIT “5B”
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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

4. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
5. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.

6. OWNER agrees that for and in consideration of the sum of Nineteen Dollars and 99 Cents (\$19.99), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.

7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY

shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

10. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

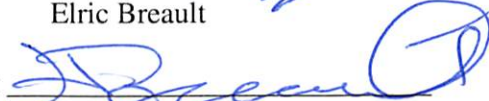
IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

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

OWNER:

ELRIC BREAUT & HEIDI BREAUT

BY: 
Elric Breault

BY: 
Heidi Breault

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 10th day of October, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Elric Breault and Heidi Breault, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

[NOTARY SEAL]




Notary Public Signature

Kelli J. Svitek
Notary Public—Printed Name

My commission expires the 16th day of may, 2027

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

ACCEPTANCE BY CITY

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

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

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

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

[NOTARY SEAL]

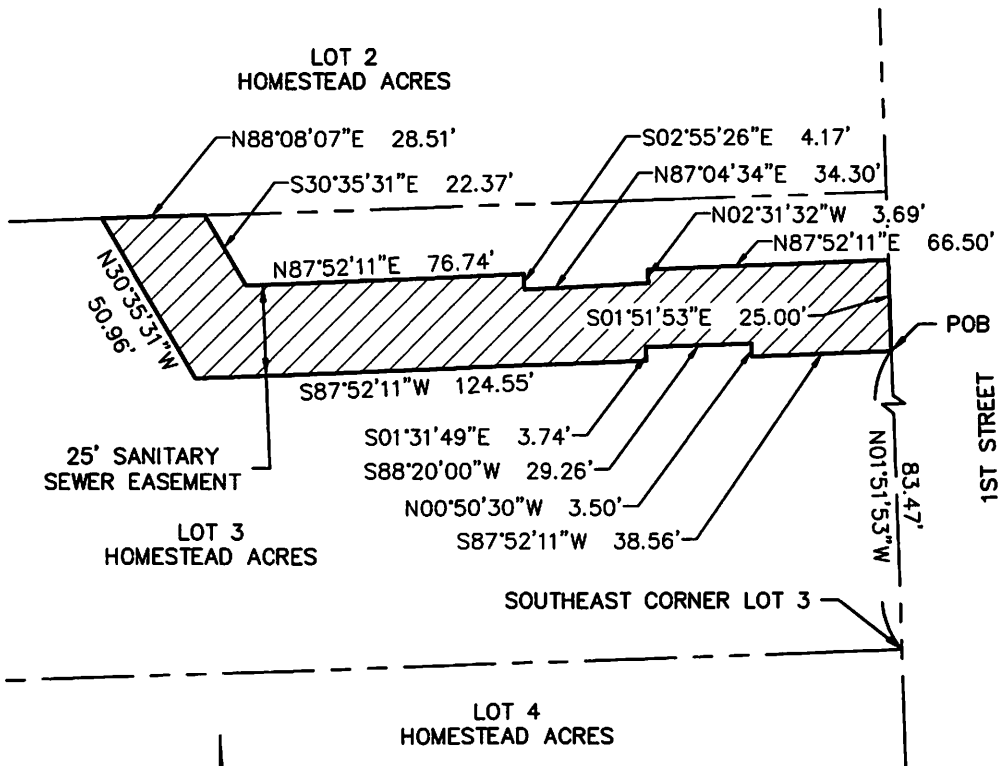
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker

DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\1_V_PERM EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:35pm
 XREFS: C_PU\11_02202759_V_XTOPO_SPC_02202759



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

25' SANITARY SEWER EASEMENT DESCRIPTION

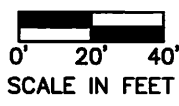
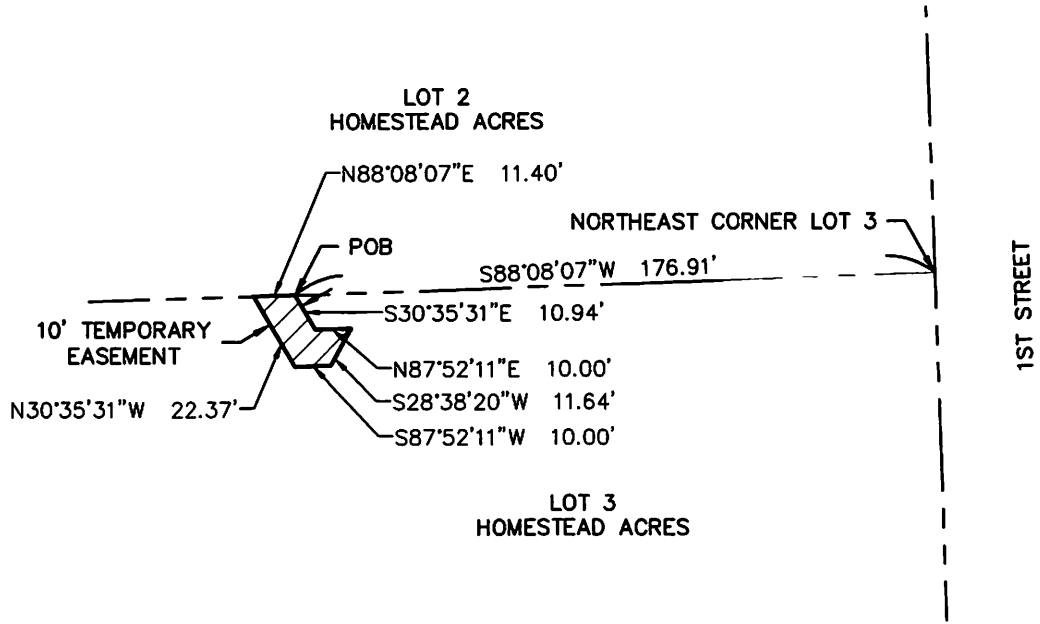
A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, THENCE ON AN ASSUMED BEARING OF N01°51'53"W, ON THE EAST LINE OF LOT 3 AND WEST ROW LINE OF 1ST STREET, A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING; THENCE S87°52'11"W, A DISTANCE OF 38.56 FEET; THENCE N00°50'30"W, A DISTANCE OF 3.50 FEET; THENCE S88°20'00"W, A DISTANCE OF 29.26 FEET; THENCE S01°31'49"E, A DISTANCE OF 3.74 FEET; THENCE S87°52'11"W, A DISTANCE OF 125.55 FEET; THENCE N30°35'31"W, A DISTANCE OF 50.96 FEET TO A POINT ON THE NORTH LINE OF LOT 3; THENCE N88°08'07"E, ON THE SAID NORTH LINE OF LOT 3, A DISTANCE OF 28.51 FEET; THENCE S30°35'31"E, A DISTANCE OF 22.37 FEET; THENCE N87°52'11"E, A DISTANCE OF 76.74 FEET; THENCE S02°55'26"E, A DISTANCE OF 4.17 FEET; THENCE N87°04'34"E, A DISTANCE OF 34.30 FEET; THENCE N02°31'32"W, A DISTANCE OF 3.69 FEET; THENCE N87°52'11"E, A DISTANCE OF 66.50 FEET TO A POINT ON THE EAST LINE OF LOT 3, SAID POINT ALSO BEING ON THE WEST ROW LINE OF 1ST STREET; THENCE S01°51'53"E, ON SAID EAST LINE OF LOT 3 AND SAID EAST ROW LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 5,299.69 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT 5
DRAWN BY: TRE	olsson		
DATE: 2/23/23			

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

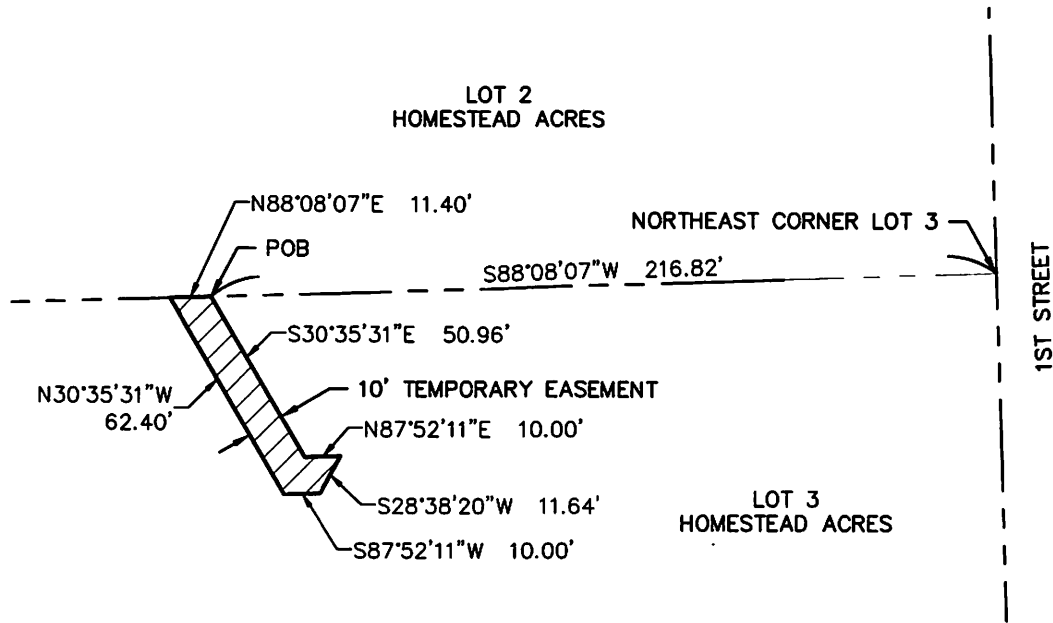
COMMENCING AT THE NORTHEAST CORNER OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF S88°08'07"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 176.91 FEET TO THE POINT OF BEGINNING; THENCE S30°35'31"E, A DISTANCE OF 10.94 FEET; THENCE N87°52'11"E, A DISTANCE OF 10.00 FEET; THENCE S28°38'20"W, A DISTANCE OF 11.64 FEET; THENCE S87°52'11"W, A DISTANCE OF 10.00 FEET; THENCE N30°35'31"W, A DISTANCE OF 22.37 FEET TO A POINT ON THE NORTH LINE OF LOT 3; THENCE N88°08'07"E, ON SAID NORTH LINE OF LOT 3, A DISTANCE OF 11.40 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 266.57 SQUARE FEET OR 0.01 ACRES MORE OR LESS.

USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits V_TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:36pm XREFS: V_XT0PO_SPC_02202759 C_PUTIL_02202759

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	EXHIBIT
DRAWN BY: TRE			5A
DATE: 3/3/23			

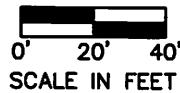
TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwdlker

DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:39pm
 XREFS: V_X10PO_SPC_02202759 C_PUTIL_02202759



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, HOMESTEAD ACRES TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF S88°08'07"W, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 216.82 FEET TO THE POINT OF BEGINNING; THENCE S30°35'31"E, A DISTANCE OF 50.96 FEET; THENCE N87°52'11"E, A DISTANCE OF 10.00 FEET; THENCE S28°38'20"W, A DISTANCE OF 11.64 FEET; THENCE S87°52'11"W, A DISTANCE OF 10.00 FEET; THENCE N30°35'31"W, A DISTANCE OF 62.40 FEET TO A POINT ON THE NORTH LINE OF LOT 3; THENCE N88°08'07"E, ON SAID NORTH LINE OF LOT 3, A DISTANCE OF 11.40 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 666.79 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

PROJECT NO:	022-02759
DRAWN BY:	TRE
DATE:	3/3/23

**TEMPORARY
EASEMENT**



1103 Riverside Blvd.
Norfolk, NE, 68701
TEL 402.347.5434

EXHIBIT
5B

Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

srames@norfolkne.gov

November 6, 2023

Honorable Mayor
And City Council

Councilpersons:

Paving District No. 520 has been completed in accordance with the contract and the plans and specifications; and I recommend its acceptance by your honorable body.



Steven D. Rames
City Engineer

Notice

To Property Owners in Paving District No. 520 of the City of Norfolk, Madison County, Nebraska, of hearing on special assessments.

Paving District No. 520 of the City of Norfolk, Madison County, Nebraska, gives notice to all concerned as follows:

That there is on file in the office of the City Clerk of the City of Norfolk, Nebraska, a complete statement of all the costs of the improvements made in Paving District No. 520 in the City of Norfolk, Madison County, Nebraska, together with a plat of the property in the District, especially benefited thereby and a schedule of the amount proposed to be assessed against each separate piece of property, and that all objections thereto or to prior proceedings on account of errors, irregularities or inequalities not made in writing and filed with Brianna Duerst, City Clerk, on or before the 20th day of November, 2023, shall be deemed to have been waived.

You are further notified that hearing on the proposed assessment will be held by the City Council of the City of Norfolk, Nebraska, sitting as a Board of Adjustment and Equalization during the meeting on the 20th day of November, 2023, beginning at 5:30 p.m. at the Council Chambers, 309 North 5th Street, Norfolk, Nebraska, at which time special assessments will be levied on said property. At said time and place a hearing will be granted to all persons owning or occupying said property or otherwise interested therein.

Brianna Duerst
City Clerk

Publish (November 8, 15, 2023)
1 P.O.P.

CITY OF NORFOLK

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

(Please type or print clearly)

DATE: 4-29-23

NAME: MICHAEL JOY

TELEPHONE: 402 841 9444 (H)

ADDRESS: 610 MAGNET ST

_____ (O)

E-MAIL ADDRESS: firemanjoy@hotmail.com

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

EDUCATION: _____

PROFESSION AND/OR COMMUNITY ACTIVITIES: Retired city & state employee.
former member board of Trustees @ First United Methodist Church.

Please return this form to:

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

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

- Arts Council
- Board of Zoning Adjustment
- Building Code of Appeals/Property Maintenance Board of Appeals
- Civil Service Commission
- Community Beautification Task Force
- Fire Code Appeals Board
- Housing Authority Board
- Land Bank Board
- Library Advisory Board
- Parks & Recreation Board
- Planning Commission
- Plumbing Board
- Property Tax Compliance and Review & 5% LID Committee
- Riverfront Overlay Review Board
- Trail Advisory Board
- Tree Advisory Board
- Vehicle Parking Dist. Advisory Board



(Signature of Applicant)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. 2023-61

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call ____ Yes ____ No ____ Abstained ____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: _____, 2023 to _____, 2023
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of _____ certifies that: _____
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)

was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies) _____

(c) and the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- _____ and Class of License _____, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

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

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between DALE L. BITTNER & JAYNE A. BITTNER, husband and wife, whose mailing address for notice purposes hereunder is, 55325 848th Road, Norfolk, Nebraska 68701 hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

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

Lot 2 of Porter's Industrial Addition to Norfolk, Madison County, Nebraska; and

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

NOW THEREFORE, it is agreed as follows:

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

**SEE ATTACHED EXHIBIT "3"
PERMANENT EASEMENT LEGAL DESCRIPTION**

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

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

**SEE ATTACHED EXHIBIT "3A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

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

3. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
4. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.
5. OWNER agrees that for and in consideration of the sum of Two Hundred and Thirty Three Dollars and 41 Cents (\$233.41), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
6. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation

whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.

7. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

8. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

9. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
10. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
11. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

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

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

OWNER:

DALE L. BITTNER & JAYNE A. BITTNER

BY: Dale L. Bittner
DALE L. BITTNER

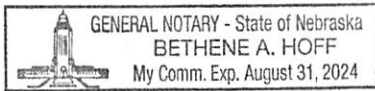
BY: Jayne A. Bittner
JAYNE A. BITTNER

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this 24th day of October, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Dale L. Bittner and Jayne A. Bittner, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

[NOTARY SEAL]



Bethene A. Hoff
Notary Public Signature

Bethene A. Hoff
Notary Public—Printed Name

My commission expires the 31 day of Aug, 2024

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

ACCEPTANCE BY CITY

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

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

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

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

[NOTARY SEAL]

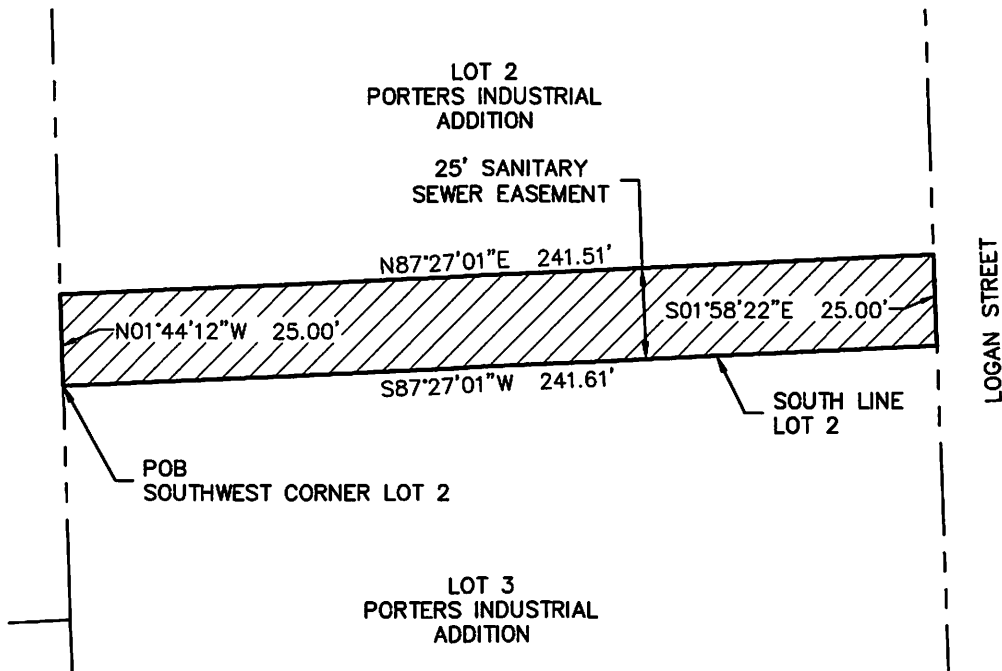
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED SANITARY SEWER EASEMENT

25' SANITARY SEWER EASEMENT DESCRIPTION

A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 2, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N01°44'12"W, ON THE WEST LINE OF LOT 2, A DISTANCE OF 25.00 FEET; THENCE N87°27'01"E, PARALLEL TO THE SOUTH LINE OF LOT 2, A DISTANCE OF 241.51 FEET TO A POINT ON THE EAST LINE OF LOT 2 SAID POINT ALSO BEING ON THE WEST ROW LINE OF LOGAN STREET; THENCE S01°58'22"E, ON SAID EAST LINE OF LOT 2 AND SAID WEST ROW LINE, A DISTANCE OF 25.00 FEET TO SOUTHEAST CORNER OF LOT 2; THENCE S87°27'01"W, ON THE SOUTH LINE OF LOT 2, A DISTANCE OF 241.61 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 6,039.03 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

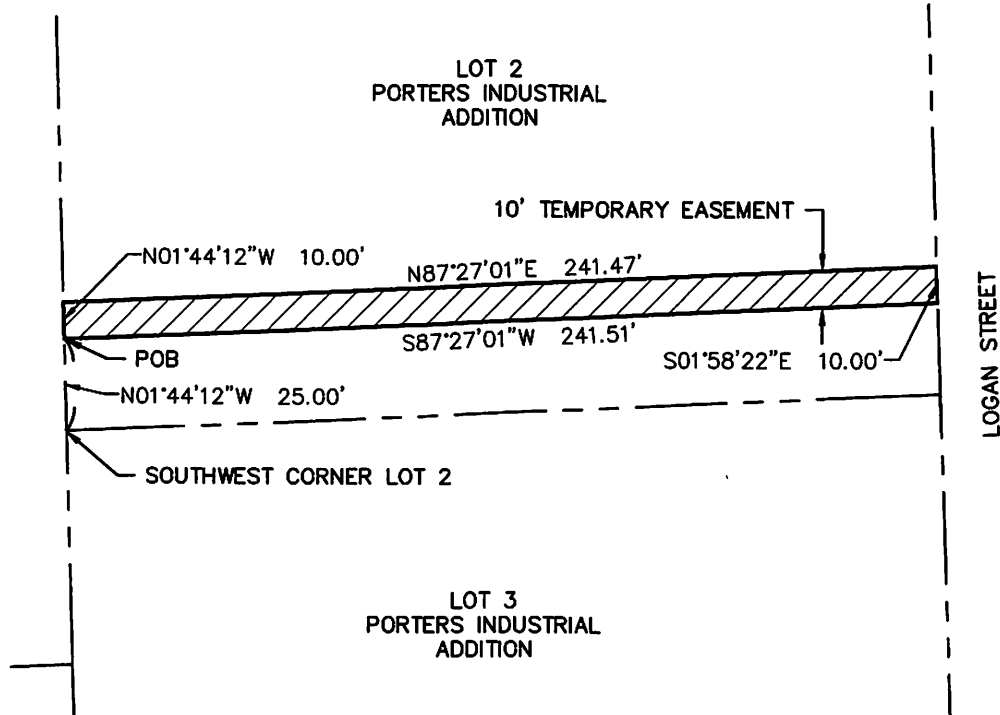
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DATE: Aug 02, 2023 12:17pm
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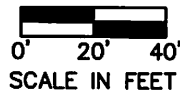
PROJECT NO: 022-02759	sanitary sewer EASEMENT	olsson 1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE			3
DATE: 2/23/23			

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:16pm
 XREFS: V_X10PO_SPC_02202759 C_PUTIL_02202759



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT LOT 2, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N01°44'12"W, ON THE WEST LINE OF LOT 2, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°44'12"W, ON SAID WEST LINE OF LOT 2, A DISTANCE OF 10.00 FEET; THENCE N87°27'01"E, A DISTANCE OF 241.47 FEET TO A POINT ON THE EAST LINE OF LOT 2 SAID POINT ALSO BEING ON THE WEST ROW LINE OF LOGAN STREET; THENCE S01°58'22"E, ON SAID EAST LINE OF LOT 2 AND SAID WEST ROW LINE, A DISTANCE OF 10.00 FEET; THENCE S87°27'01"W, A DISTANCE OF 241.51 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY CONTAINS A CALCULATED AREA OF 2,414.84 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

PROJECT NO: 022-02759
 DRAWN BY: TRE
 DATE: 3/3/23

**TEMPORARY
EASEMENT**



1103 Riverside Blvd.
 Norfolk, NE, 68701
 TEL 402.347.5434

EXHIBIT
3A

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

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the _____ day of _____, 2023, by and between DALE L. & JAYNE A. BITTNER, husband and wife, whose mailing address for notice purposes hereunder is, 55325 848th Road, Norfolk, NE 68701 hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

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

Lot 3 of Porter's Industrial Addition to Norfolk, Madison County, Nebraska; and

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

NOW THEREFORE, it is agreed as follows:

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

**SEE ATTACHED EXHIBIT "3B"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures

or install parking or hard surfacing on the temporary easement area described in this paragraph.

2. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
3. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.
4. OWNER agrees that for and in consideration of the sum Two Hundred and Forty Three Dollars and 14 Cents (\$243.14), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
5. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.
6. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The

relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.

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

and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

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

OWNER:

DALE L. BITTNER & JAYNE A. BITTNER

BY: D L Bittner
DALE L. BITTNER

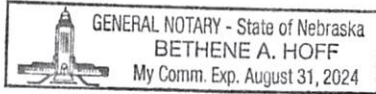
BY: Jayne A. Bittner
JAYNE A. BITTNER

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

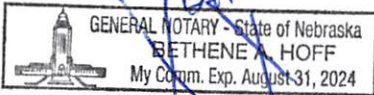
On this 24 day of Oct, 2023, before me, the undersigned, a Notary Public in and for Madison County and said State, personally came Dale L. Bittner and Jayne A. Bittner, husband and wife, to me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed.

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

[NOTARY SEAL]



Bethene A. Hoff
Notary Public Signature



Bethene A. Hoff
Notary Public—Printed Name

My commission expires the 31 day of Aug, 2024

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

ACCEPTANCE BY CITY

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

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

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

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

[NOTARY SEAL]

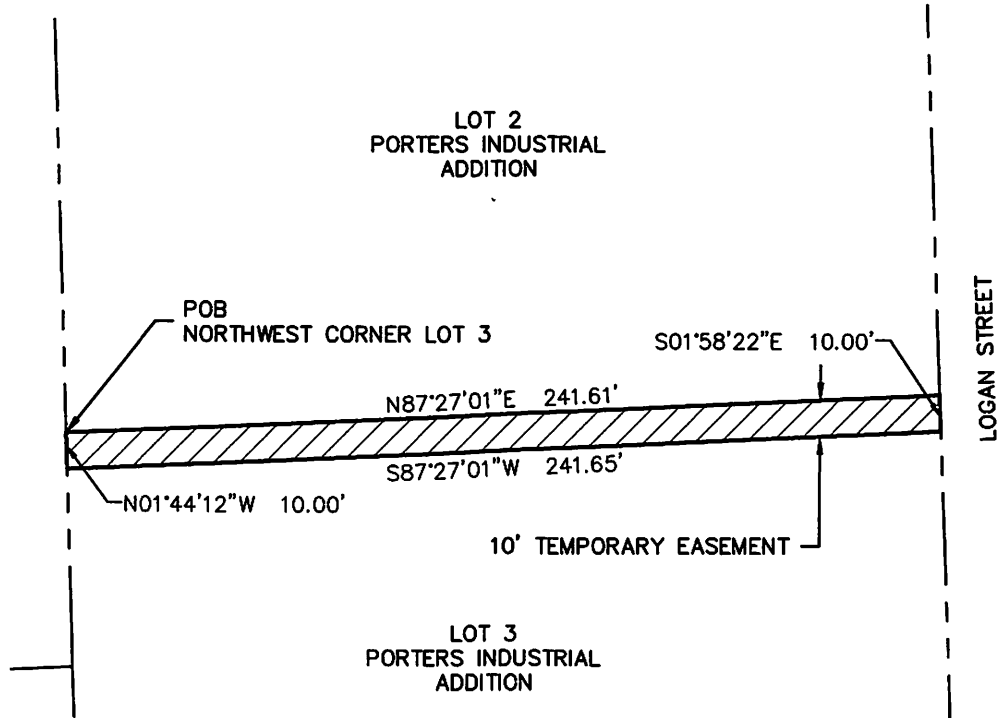
Notary Public – Signature

Notary Public – Printed Name

My commission expires the _____ day of _____, 20____

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



LEGEND

- EXISTING PROPERTY LINE
- PROPOSED TEMPORARY EASEMENT

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT LOT 3, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, PORTERS INDUSTRIAL ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N87°27'01"E, ON THE NORTH LINE OF LOT 3, A DISTANCE OF 241.61 FEET TO THE NORTHWEST CORNER OF LOT 3 AND A POINT ON THE WEST ROW LINE LOGAN STREET; THENCE S01°58'22"E, ON THE EAST LINE OF LOT 3 AND SAID WEST ROW LINE, A DISTANCE OF 10.00 FEET; THENCE S87°27'01"W, A DISTANCE OF 241.65 FEET TO A POINT ON THE WEST LINE OF LOT 3; THENCE N01°44'12"W, ON SAID WEST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,416.28 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

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PROJECT NO:	TEMPORARY EASEMENT		1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434
DRAWN BY: TRE			EXHIBIT
DATE:			3B

Agenda Packet

NORFOLK PARKS BOARD MEETING

Thursday, September 28, 2023
5:00 p.m.

Created 9/22/2023 5:10 PM

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

NOTICE IS HEREBY GIVEN that a meeting of the Norfolk Parks Board of the City of Norfolk, Nebraska, will be held at 5:00 p.m. on Thursday, September 28, 2023, in the Council Chambers, 309 N. 5th Street, which meeting will be open to the public.

An agenda for such meeting, kept continually current, is available at the City of Norfolk Administration Building, located at 309 N 5th Street, Norfolk, Nebraska during normal business hours.

AGENDA
NORFOLK PARKS BOARD MEETING

September 28, 2023

CALL TO ORDER

1. 5:00 p.m. Call meeting to order.
2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
3. Roll call.

CURRENT BUSINESS

- | | |
|---|---------------|
| 4. Approval of full agenda. | Motion |
| 5. Approval of the minutes of the August 29, 2023 Parks Board meeting. | Motion |
| 6. Approval to recommend the Skyview Lake dock design and location. The location is #4 on the attached map. | Motion |
| 7. Approval to recommend the location of the final takeout for the North Fork Water Trail. | Motion |

OTHER BUSINESS

- | | |
|--|-----------------------------|
| 8. 2024 Fee Schedule for review and discussion. | Discussion Item Only |
| 9. Supervisor reports from Director Nathan Powell, Assistant Rec Director PJ Evans, Parks and Facilities Supervisor Ryan Beed, and Athletics Supervisor Ron LaMie. | |
| 10. No action can be taken on matters discussed. | |



Parks and Rec Board Meeting Minutes

Tuesday, August 29, 2023
5:00 p.m.
City Council Chambers

The meeting was called to order at 5:00 p.m. Roll call found the following members present: Ann Dover, Patrick Gerhart, Jerrett Mills, Terry Rasmussen, Melissa Temple, Austin Truex, Angie Bailey, and Becki Wulf. Absent: Bill Robinson.

City staff present: Parks & Rec Director Nathan Powell, Assistant Rec Director PJ Evans, Parks Supervisor Mike Leise, Interim Sports Complex Supervisor Ryan Beed, Parks & Rec Admin Assistant Jen Olson, Communications Director Nick Stevenson, Admin Assistant Kylee Soderberg.

Others present: Will Younger and Leon Younger of PROS Consulting, and members of the public.

Bailey moved, seconded by Truex to approve the August 29, 2023, agenda. Roll call: All Ayes. Nays: None. Absent: Robinson.

Rasmussen moved, seconded by Bailey to approve the July 20, 2023, minutes. Roll call: All Ayes. Nays: None. Absent: Robinson.

PROS Consulting presented the master plan process. Overview of their consultant firm; areas they look at programs, land, staffing, organizational development, funding – tax and earned income, capital plan looking at existing parks (added, new, changed out), and public feedback; the goal of a master plan is to determine what the people want and deliver on it. Parks are huge economic generators of communities. To gather data, they mailed a survey out on Thursday last week and 21 came in today. Tomorrow they will be going through operations review and then the public meeting tomorrow night. In the fall, they will come back with the results of the survey then in February wrap it up. Recreation trend data comes from credit card purchases. Results of the survey will show how closely demographics align with the questions from the survey. Partner with a company named Confluence who was here last month and did asset conditions in parks. Use this info to compare with community input and level of service standard. Updated all the inventory. Three tier plan of improvements: sustain, expand, alternatives.

An online survey during the meeting was conducted with the Board: www.menti.com using the code 2899 0865. The survey asked about amenities used in Norfolk and which amenities they would like to see. The link will be available for seven days if anyone else would like to participate.

Temple asked PROS how they get the data for the activities. PROS said they get the data from ESRI who gets it from credit card purchases.

Temple asked about how income affects the master plan. PROS said you have to be careful not to over design. Lowest level possible to get the greatest amount of users.

PROS: We want to have 350 completed surveys to make it statistically valid. The way it is set up now, the survey is sent in the mail, or you can call in if you speak another language. As soon as we hit our goal, then we make it available online. We use firm called ETC out of KC. Largest Parks and Rec survey firm.

Temple asked when they need them turned in by. Three to four weeks and then four weeks to put the data together. Rasmussen asked if the study captures nonresidents use of the parks systems. PROS said they can do that but it is not currently in the scope of the plan. PROS will be back in October.

Supervisor reports: Mike Leise reported. Continuing farmers market. A lot of tree watering. Removed sand and put certified wood chips in at Central Park. Going to pave at the Skyview shop. Most all the irrigation supplies were bought. Questions: Rasmussen asked about the concrete by the shop at Skyview and what that will entail. Leise: Width of the building pave it to the east and then hook up to the asphalt road. Rasmussen: sharp right to parking lot, can we straighten that out a little bit? Powell responded and said he would look into that. Temple asked if any recycle bins were put out at Music in the Park or at any of the events? Leise responded that no there were none put out because we do not have any bins.

Temple responded that maybe that is something we can look into getting in the future.

Ryan Beed reported: heat created a lot of watering, do not have a lot of irrigation for the flower beds. Six man project on the Liberty Bell park border. Working with the campground host on campers in the park that did not have reservations or were camping out in areas that were not designated for camping. Boiler violation was just missing paperwork, had to get the paperwork in by a certain date and that has been done. Pole padding on field 4 is completed. Central Park projects and redoing paths and getting bids for that, wood ordered for barriers around playground. Wulf asked if working with the campground host is part of Beed's job and isn't that more of a law enforcement issue. Beed responded not necessarily, and there is fine line of what they can and cannot do.

PJ Evans reported: 22 programs this fall and got the program guide out to all the local schools; middle to late September for pump track completion; fall sports at Ta-Ha and Memorial; laid sod next to the bull pen; 60 tons of top dressing (adding sand to the field and building it up to make it level); Monday last day AquaVenture is open then Tuesday is dog days; Back to School with Briggs and Barret; working with NECC on the netting that arrived. Temple asked if the Liberty Bell donation funds were designated yet. Evans responded yes, that the donation was for the benches and tables.

Powell reported: homeowners for trees next month; Skyview dock RFP process complete and selected Huff Construction and will have the design and location next month for the board to look at; Skate Park

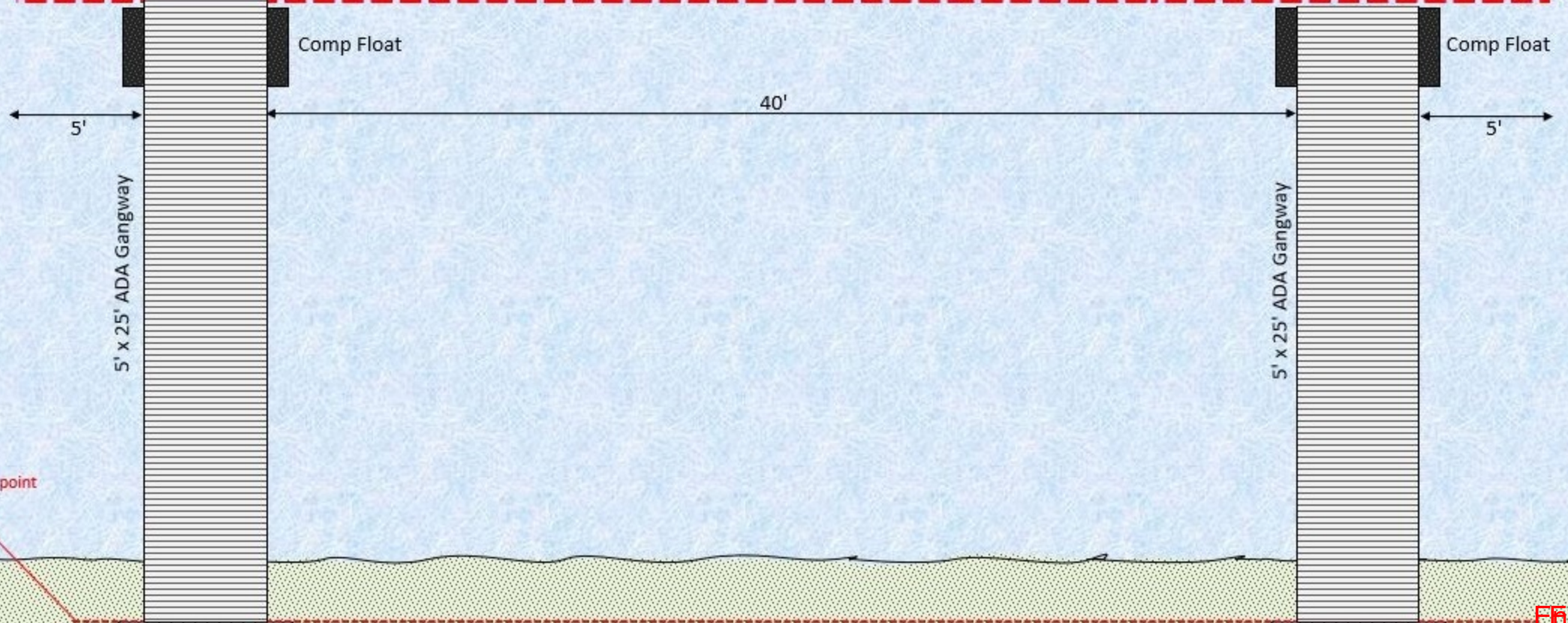
pump track started - formed and pouring concrete and it will be a four week process; ARPA grant awarded for the Johnson Park improvements (thanks to Senator Dover and Mayor Moenning) was \$2 million which will help with a lot of the projects coming in over budget like the final landscaping and signage and old mill building , ice rink, fountain, and bridge; 2024 fees are pushed back and will discuss at the next two meetings then plan to put in front of Council in December. Temple asked what public involvement happened at Liberty Bell. Evans responded that Premier had a big role in the volunteers, and it was neat to see everyone get together for the park. Wulf asked if the park tours were still happening? Nate said he will follow up and get those scheduled. Truex asked about the disc golf meeting at Ta-Ha. Evans reported she met out there with a couple gentlemen about a volunteer day to help clean up and get the baskets level with the ground. Caps were missing, some of the benches were placed – the locations were weird put behind baskets or in the fairway and relocating them. Overgrown vegetation and working with them on setting that day up. Powell added there is another grant due on Friday and he plans on using the 1.6 million allocated for the softball complex as a matching dollar amount for this grant to get a new softball field built.

Wulf asked what happened with the Trails Committee plan and Powell said he is working on it because City code will have to be changed even though the Parks Board approved that. Dover said it would make sense that it would fall under the Parks board instead of two entities trying to make decisions on the same areas. Rasmussen asked Powell to go over the lawn conversion program. Powell explained that it is a \$1,000 match for lawn conversion projects. Rasmussen asked where the money came from and Powell answered that it is from Waterwise. Bailey asked how many people had used it? Powell said no one so he is working with Waterwise to hold a class to get more information out there. Meeting adjourned at 5:58 p.m.

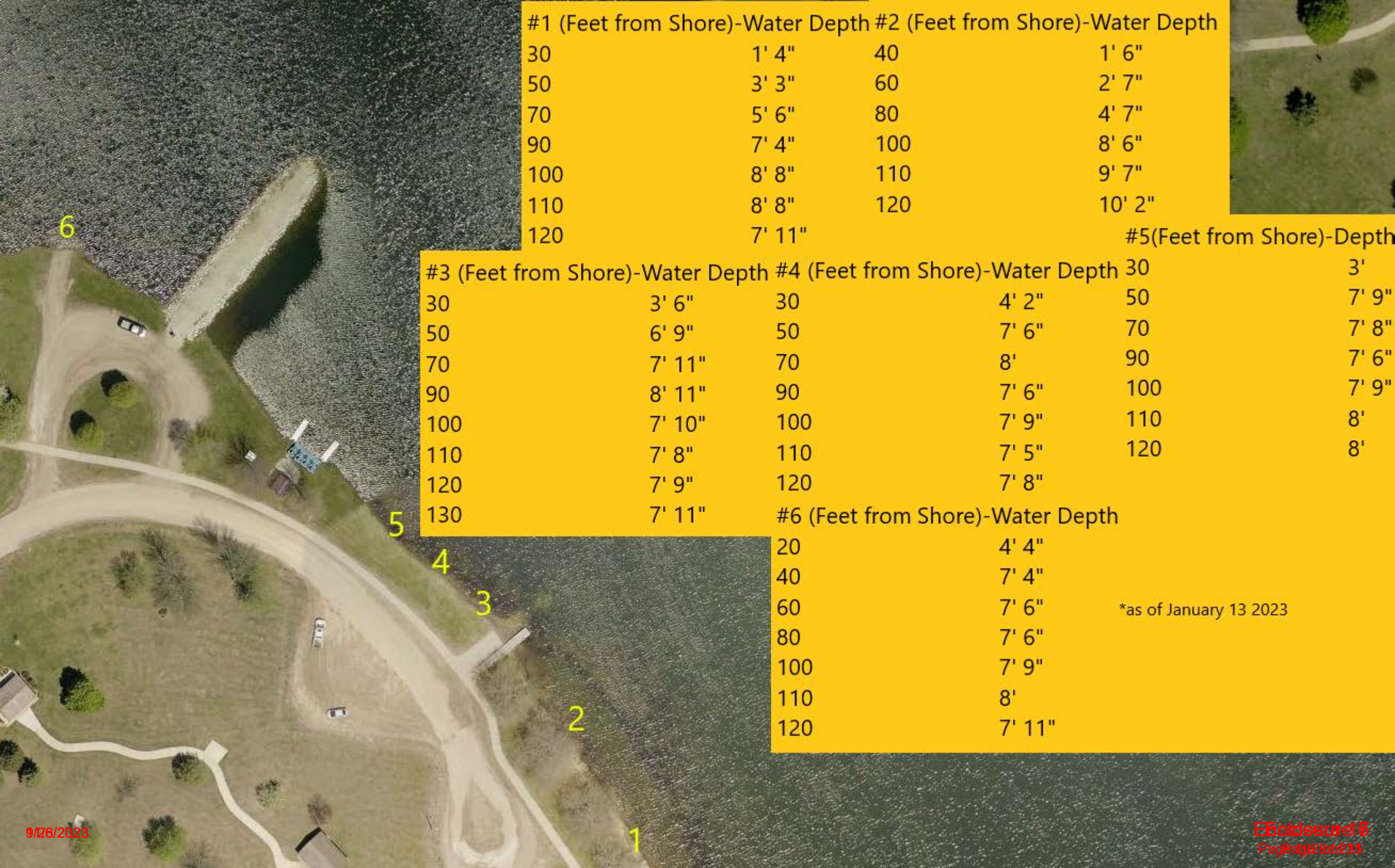
Next meeting will be on September 21 at 5:00 p.m. in the City Council Chambers at 309 N 5th Street, Norfolk, NE.

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

Option A



same hinge/axis point



#1 (Feet from Shore)-Water Depth	#2 (Feet from Shore)-Water Depth
30	1' 4"
50	3' 3"
70	5' 6"
90	7' 4"
100	8' 8"
110	8' 8"
120	7' 11"

#3 (Feet from Shore)-Water Depth	
30	3' 6"
50	6' 9"
70	7' 11"
90	8' 11"
100	7' 10"
110	7' 8"
120	7' 9"
130	7' 11"

#4 (Feet from Shore)-Water Depth	
30	4' 2"
50	7' 6"
70	8'
90	7' 6"
100	7' 9"
110	7' 5"
120	7' 8"

#5(Feet from Shore)-Depth	
30	3'
50	7' 9"
70	7' 8"
90	7' 6"
100	7' 9"
110	8'
120	8'

#6 (Feet from Shore)-Water Depth	
20	4' 4"
40	7' 4"
60	7' 6"
80	7' 6"
100	7' 9"
110	8'
120	7' 11"

*as of January 13 2023





2024 Fee Change Parks & Recreation (DRAFT)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Explanation
Aquaventure															
Day Pass 55 and up/Veterans		\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$8	
Day Pass (Ages 4-15)		\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$7	
Day Pass (Ages 16-54)		\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$9	
Season Pass							\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
Season Pass Group (Up to 6)							\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$250	2.5 x season pass
Group Day Pass (Up to 6)							\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$42	
Each Additional Person to Group Pass							\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$40	
Special Event Pass		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$7	
Pool Rental (Catered Food)		\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$500	\$500		
Pool Rental		\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$500	\$500	\$500	Per Hour
Private Swim Lessons (1/2 Hours Sessions)		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$15	\$15	\$15	
Swim Lessons		\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$50	
Birthdays Parties		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$18	\$18	\$18	
Birthdays Parties (19+)		\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14		
Lifeguard Training/Non-Employees		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100		
Life Jacket Rental		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
Locker Rental		\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Seasonal Lockers (large)		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	
Seasonal Lockers (small)		\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$20	\$20	\$20	
Recreation and Athletics															
Recreation Programs	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-275	\$0-275	\$0-275	
Sports															
Baseball - Practice and games, annual per athlete				\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 10	Per Athlete
Football and Soccer Practice, annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Baseball/Softball/Football/Soccer Games with practice contract														\$ 20	Per Day/Per Field Exempt Fields: #4 & #5
Tennis - Practice and Meets annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Cross Country Course at Skyview				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Memorial Football/Soccer/Baseball Adult Practice		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 15	Per Athlete
Memorial Football/Soccer/Baseball (Youth) Game w/out practice contract		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	Per Day/Per Field
Memorial Football/Soccer/Baseball Game with practice contract														\$ 50	Per Day/Per Field
Memorial Football/Soccer Adult Tournament		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		
Memorial Football/Soccer/Baseball Youth Practice		\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	
Memorial Football/Soccer Youth Tournament		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	
Memorial Football/Soccer/Baseball Adult Practice		\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	
Memorial Football/Soccer/Baseball (Adult) Game w/out practice contract		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	Per Day/Per Field
Memorial Football/Soccer Adult Tournament		\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	
Memorial Football/Soccer/Baseball Youth Practice		\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	
Memorial Football/Soccer Youth Tournament		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	
Maintenance Fee - Request for Staff During the course of games/tournaments														\$ 15	Per Hour/Per Employee
Request for Diamond Dry														\$ 30	Per Bag
Cabin Shelter Rentals															
Club House Daily Rental Fee	\$ 60		\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 70	
Elkhorn Lodge Daily Rental Fee	\$ 200		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 210	
Shelter House Daily Rental Fee	\$ 35		\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
Woodland Cabin Daily Rental Fee	\$ 45		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	
Picnic Shelter	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	
Stage	\$ 35			\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	
Stage Skyview	\$ 35			\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
Camping															
Regular Campsite	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 24	\$ 26	
Primitive Campsite		\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 12	\$ 16	\$ 18	
Tournament Fees															
Tournament Gate Fee (Local)				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Tournament Entry Fee (Local)				5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Tournament Gate Fee (Outside City)				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	
Tournament Entry Fee (Outside City)				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	

Department Report September 2023

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Rotary Club Parks and Rec presentation
- Lawn conversion program meeting
- Tree board meeting
 - Green Leaf Award Selection Complete
- Citizens Academy Presentation
- Stormwater Training

Project Outcomes

- 18th and Pasewalk art piece roundabout approved by council
- Dog sculpture approved by council
- Whitewater Structures #4 & #5 tested
- Johnson Park Bid Package #3 Complete – Structures
- Attended the NERPA Conference
- Master Plan Public Input Sessions Complete
- Master Plan Statistically Valid Survey Complete
- North Pine & Embrace Signs installed

Current Project

- | | |
|--|---|
| <ul style="list-style-type: none">• 2023 – 2024 budget• 2024 Fees• Paving the area around the Skyview shop• Adding additional sidewalk in Liberty Bell for ADA access to the fields and to the new restroom• Master Plan process underway• Johnson Park projects• Warren Cook Playground• Phase 2 liberty bell playground ordered | <ul style="list-style-type: none">• Parks Signage installations underway• Skate Park Pump track work• Landscaping, nature playground, wayfinding & historical panel design needed for Johnson Park• Trails Committee plan• Skyview Fishing Dock• Johnson Park Ice Rink and Fountain• Ta Ha Team Lockers |
|--|---|

Upcoming Significant Events & Meetings

- Master Plan Public Survey
- NRPA conference

Change in Park/Facility Status

- AquaVenture Closed

Public Requests

-

**Rec Report
September 2023**

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Sculptures approved for purchase
- NOH meetings
- Briggs and Barrett Garden discussion
- MOU discussion for partnerships
- Filled the Sports Complex Supervisor position

Project Outcomes

- 18th and Pasewalk art piece roundabout approved by council
- Dog sculpture approved by council
- NERPA Conference
- AquaVenture report completed for 2023 season
- Recreation Fall activities guide
- Backstop netting replaced at Memorial field
- North Pine fields setup
- Quotes for Ta-Ha backstops
- New turf in bullpens at Memorial field complete

Current Project

- | | |
|---|--|
| <ul style="list-style-type: none">• Fees for Recreation• Preparing for Ta-Ha shop for remodel• Pickleball court pricing for donors• Turf field maintenance standards• Sports field maintenance standards• Top dressing of sports fields• Pulling of unnecessary posts• Skate Park Pump Track 75% completed as of 9/22• Memorial bullpen | <ul style="list-style-type: none">• Partnerships for Recreation programs• Concessions• DNA holiday discussions• Pool heater bid• Tennis/Pickleball courts @ Central Park• |
|---|--|

Upcoming Significant Events & Meetings

- NRPA conference

Change in Park/Facility Status

- AquaVenture Closed

Public Requests

-

**Parks & Facilities Supervisor Report
September 2023**

Current Projects

- Purchasing materials for upcoming projects
- Berry Hill Park clean-up
- Repair playground at Berry Hill Park
- Prep Skyview for cross country meet
- Winterize AquaVenture water park
- Memorial Bench installation off E. Bluff trail
- Move playground equipment from Street Shop
- Begin bid process for renovation of the river banks downstream from Johnson Park
- Central Park improvements
 - Sidewalk replacement
 - Stage upgrades
 - Install border around playground
 - Irrigation
- Ta-Ha restrooms repainted before winter
- Tree planting in downtown terraces (14 done / 10 remaining)
- Daily tasks
 - Parks maintenance
 - Mowing
 - Facility cleaning
 - Plant/tree care, e.g. watering, weeding, etc.

**Athletics Supervisor Report
September 2023**

Current Projects

- Creating a Master Schedule for routine projects that occur weekly and daily
- Field prep for practices and games
- Winterize bleachers at N Pine Fields
- Remove posts at Ta-Ha-Zouka, Liberty Bell, and Skate Park
- Aerate, seed, flatten, and top dress Memorial Field
- Auger line to the fields at Ta-Ha-Zouka
- Pinning field painted areas to help avoid measurements and speed up field prep next season
- Received quotes for the softball backstop – Pro Tech Electric Service will set the poles for the backstop in three weeks
- Final quotes for the fencing and wood ordered and stored for part of the backstop
- New American flag ordered for Ta-Ha
- New enclosed water fountain ordered and will be installed before winter
- Received a quote for electric locks that was higher than expected, re-evaluating.
- Determined 44 curb stops are need at the Ta-Ha-Zouka parking lots totaling \$2,250



Parks and Rec Board Meeting Minutes

Thursday, September 28, 2023
5:00 p.m.
City Council Chambers

The meeting was called to order at 5:00 p.m. Roll call found the following members present: Patrick Gerhart, Jerrett Mills, Terry Rasmussen, Melissa Temple, Austin Truex, and Angie Bailey. Absent: Ann Dover and Becki Wulf.

City staff present: Parks & Rec Director Nathan Powell, Assistant Rec Director PJ Evans, Parks Supervisor Ryan Beed, Athletics Supervisor Ron LaMie, Parks & Rec Admin Assistant Jen Olson, Communications Director Nick Stevenson, Admin Assistant Kylee Soderberg.

Temple moved, seconded by Truex to approve the August 29, 2023, agenda. Roll call: All Ayes. Nays: None. Absent: Dover and Wulf.

Bailey moved, seconded by Truex to approve the August 29, 2023, minutes. Roll call: All Ayes. Nays: None. Absent: Dover and Wulf.

Powell presented background information regarding the Skyview Lake dock design and location. The youth fishing dock, along with a picnic table and bench by the stage area, is made possible by a 250K donation from Jack Kohler as part of his last will and testament. Because of his generosity a 24' x 60' composite dock with side railings will be built at Skyview Lake. During the design/build selection committee meeting, a representative from Game Fish and Parks suggested removing any boat access on the dock so it can be enclosed by a railing making it safer for youth. Also, because it is specifically a fishing dock, the dock needs to be about 50' out into the lake so the water depth is greater than three feet. Powell is looking for a recommendation to approve the concept and location. Board discussion followed. Temple asked if different locations would change the cost and Powell said no. Bailey asked about longevity and Powell said maybe fifteen years but not sure and will get an answer before he brings the final design to the Board. Temple suggested lighting on the dock. Rasmussen asked if the horizontal railing is allowed per code and Powell said he will check with our Planning and Zoning division on that and report back. Mills asked if there were other alternatives to the cable railings and Powell said he will check with Planning and Zoning on that as well. Rasmussen asked if Powell expects this project to exceed the 250K budget. Powell said no, the design shown will be within budget by 200K. Temple asked

if there will be seating on the deck; Powell replied yes, they plan on having five benches and there could be additional seating with the removal of boat access. Rasmussen asked if there will be something put on it to commemorate it and Powell said yes. Powell explained that because only one proposal was received, staff will be soliciting bids via a second proposal. That is a 30-day process, so hoping within 60 days he would have a design to present to the Board. Mills asked for a motion to recommend approval of the concept design of the Skyview Fishing Lake Dock. Gerhart moved, seconded by Rasmussen. Roll call: All Ayes. Nays: None. Absent: Dover and Wulf.

Powell provided background information on the location for the final takeout of the North Fork Water Trail. The suggested takeout is on City property located along the Elkhorn River off E Bluff Avenue. There would be a small parking area then a takeout area along the embankment. There will need to be some work to get the embankment accessible because of the steepness of it. Eventually, there will be a small playground on that property as well. Board discussion followed. Rasmussen agreed a takeout is necessary and that is a good location. Mills asked for a motion to recommend approval of the location for the takeout and the parking lot. Bailey moved, seconded by Rasmussen. Roll call: All Ayes. Nays: None. Absent: Dover and Wulf.

Powell presented an updated version of the 2024 Fee Schedule for review and discussion. Changes made from the last fee schedule that was presented: adult softball leagues - conversations have started to bring back partnerships with them like there used to be. The City would have an MOU with the leagues and the fees will be built into the programming. Powell also said staff discussed the fees for AquaVenture and brought down the season pass from \$275 to \$250 and group pass had previously been removed but then was brought back and down from \$45 to \$42. All other fees are staying the same from the last discussion. Board discussion followed. Mills asked about youth teams and their fees. Powell said he did talk to them and they are currently paying \$3/athlete and are trying to get it closer to \$10/\$12 an athlete and that once he showed them what they are paying and what the increase would be they were ok with that. Temple asked about scholarship opportunities or lower pricing for AquaVenture and recreation activities so the facilities and programs are available to all socioeconomic groups. Evans said yes, and that Parks is partnering with the coalition to help with lower income and senior citizen program fees and passes. Temple suggested discounted prices on certain days or evenings. Evans said currently they do half price days on Wednesdays. Evans also responded to a question from a previous meeting regarding the revenue generated from group passes. That amount is \$14,420. Powell suggested running promotions or doing a 10% discount later in the season and look at maybe building that into the fee schedule and seeing what Council thinks. Bailey asked how many pool rentals AquaVenture does a season. Evans responded there was \$4190 dollars from pool rentals and 5-10 is her best guess. Powell asked for Board input on increasing the pricing for the day use cabins at Ta-Ha-Zouka and that those fees have not been increased in 10 years or more. Rasmussen asked what the annual usage numbers were. Powell did not know and said he would get back to him with that. Beed responded

that the Elkhorn Lodge is rented almost every weekend. Temple asked why the Skyview Stage rental was so low. Powell said he did not know.

Supervisor reports were given by Beed, LaMie, Evans, and Powell.

Meeting adjourned at 6:00 p.m.

Next meeting will be on October 19 at 5:00 p.m. in the City Council Chambers at 309 N 5th Street, Norfolk, NE.

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

Agenda Packet

NORFOLK PARKS BOARD MEETING

Thursday, October 19, 2023
5:00 p.m.

Created 10/16/2023 10:31 AM

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

NOTICE IS HEREBY GIVEN that a meeting of the Norfolk Parks Board of the City of Norfolk, Nebraska, will be held at 5:00 p.m. on Thursday, October 19, 2023, in the Training Room, 309 N. 5th Street, which meeting will be open to the public.

An agenda for such meeting, kept continually current, is available at the City of Norfolk Administration Building, located at 309 N 5th Street, Norfolk, Nebraska during normal business hours.

AGENDA
NORFOLK PARKS BOARD MEETING

October 19, 2023

CALL TO ORDER

1. 5:00 p.m. Call meeting to order.
2. Inform the public about the location of the Open Meetings Act posted in the Training Room and accessible to members of the public
3. Roll call.

CURRENT BUSINESS

- | | |
|---|-------------------|
| 4. Approval of full agenda. | Motion |
| 5. Approval of the minutes of the September 28, 2023 Parks Board meeting. | Motion |
| 6. 2024 Fee Schedule for review and discussion. | Discussion |

OTHER BUSINESS

7. Supervisor Reports.
8. Open topics on any concerns the Board has towards current and future planning for the City Parks.
9. No action can be taken on matters discussed.



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

2024 Fee Change Parks & Recreation (DRAFT)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Explanation
Aquaventure															
Day Pass 55 and up/Veterans		\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$8	
Day Pass (Ages 4-15)		\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$6	\$7	
Day Pass (Ages 16-54)		\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$9	
Season Pass							\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	
Season Pass Group (Up to 6)							\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$250	2.5 x season pass
Group Day Pass (Up to 6)							\$35	\$35	\$35	\$35	\$35	\$35	\$35	\$42	
Each Additional Person to Group Pass							\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$40	
Special Event Pass		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$7	
Pool Rental (Catered Food)		\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$475	\$500	\$500		
Pool Rental		\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$375	\$500	\$500	\$500	Per Hour
Private Swim Lessons (1/2 Hours Sessions)		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$15	\$15	\$15	
Swim Lessons		\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$50	
Birthday Parties		\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$18	\$18	\$18	
Birthday Parties (19+)		\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14	\$14		
Lifeguard Training/Non-Employees		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100		
Life Jacket Rental		\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	
Locker Rental		\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	
Seasonal Lockers (large)		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	
Seasonal Lockers (small)		\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$20	\$20	\$20	
Recreation and Athletics															
Recreation Programs	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-255	\$0-275	\$0-275	\$0-275	
Sports															
Baseball - Practice and games , annual per athlete				\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 70	\$ 10	Per Athlete
Football and Soccer Practice, annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Baseball/Softball/Football/Soccer Games with practice contract														\$ 20	Per Day/Per Field Exempt Fields: #4 & #5
Tennis - Practice and Meets annual per athlete				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Cross Country Course at Skyview				\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 40	\$ 10	Per Athlete
Memorial Football/Soccer/Baseball Adult Practice		\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 15	Per Athlete
Memorial Football/Soccer/Baseball (Youth) Game w/out practice contract		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	Per Day/Per Field
Memorial Football/Soccer/Baseball Game with practice contract														\$ 50	Per Day/Per Field
Memorial Football/Soccer Adult Tournament		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000		
Memorial Football/Soccer/Baseball Youth Practice		\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50		
Memorial Football/Soccer Youth Tournament		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250		
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Memorial Football/Soccer Adult Tournament		\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250		
Memorial Football/Soccer/Baseball Youth Practice		\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75		
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Woodland Cabin Daily Rental Fee	\$ 45		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 55	
Picnic Shelter	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	
Stage	\$ 35				\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ 45	

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Tournament Fees															
Tournament Gate Fee (Local)				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Tournament Entry Fee (Local)				5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Tournament Gate Fee (Outside City)				20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	
Tournament Entry Fee (Outside City)	-			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	

**Parks Report
October 2023**

Completed projects

- Finished E. Bluff memorial project
- Landscape W. side of Elkhorn Lodge / Fix drainage
- Painted campground restrooms TAHA
- Fertilize irrigated areas
- Fertilize small areas
- Shutdown / winterize splash pad
- Landscape terraces at 2nd and Norfolk Ave.
- Clean- up overgrowth at Regency circle
- Clean-up overgrowth along 25th street at Skyview park
- Lights at Memorial Park
- Finished downtown tree plantings (8 more)
- Planted 9 trees for Nursery of Hope (Warren Cook Park)

Current Project

- Replace brick pathway with stamped brick (stage approach Central Park)
- Install concrete edging around butterfly garden (Central Park)
- Install edging and fall protection around playground (Central Park)
- Install playground (Warren Cook Park)
- Bid river bank work from Johnson Park to Hyvee Gas
- Started Fall clean-up (removing flowers, winterizing where possible)

On Going Duties

- Daily cleaning of restrooms/facilities
- Twice weekly garbage runs
- Mowing
- Flower bed maintenance
-

Recreation Report October 2023

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- NOH meeting
- DNA meeting
- Pump track
- Supervisor's meetings
- NRPA conference

Project Outcomes

- NOH trees planted at Warren Cook
- RFP for pool heater
- Backstop removal
- Spreadsheets for NOH
- Bullpen netting installed at Memorial
- Turf installed in bullpen at Memorial
- Flag reel replaced at Memorial

Current Project

- Quarterly budget prioritization
- NOH
- Hiring of a new Recreation coordinator
- Pickleball court donation
- Tennis and Pickleball courts at Central Park
- Instructor certification
- Warren Cook Playground with Ryan
- Signage for athletic fields at Ta-Ha-Zouka
- Concessions
- Ta-Ha concessions deep cleaning
- Winter catalog with Ron
- Holiday lights and decorations

Change in Park/Facility Status

- Splash Pad closed for the season

Athletics Supervisor Report

October 2023

Current Projects

- Continuing to prep for practice and games at Memorial Field and Ta-Ha Sports Complex.
- Working on field projects before the winter sets.
- Final Ta-Ha Posts have been removed.
- The batting cage at the memorial baseball field has been updated with black paint.
- We removed the old backstop fence on field 2 at our adult softball complex.
- New backstop polls are scheduled to be set next week.
- Fertilized all fields and other areas in preparation for the winter.
- Working on the preparation for irrigating and sodding the skatepark pump track. Hoping to start that project very soon.
- Working on quotes for turf in the middle area of the pump track.
- Starting to winterize the fields. Removal of shades at Ta-Ha and Memorial.
- Finished securing curb stops in the Ta-Ha Parking lots.
- Finishing goal replacement at North Pine soccer fields.
- Deep cleaning field bathrooms before they are unavailable this winter.
- Working on quotes for new tennis court equipment at Winter and Central Park Winter.
- This equipment includes nets, polls, and windbreakers.
- Working to find quotes to resurface our tennis courts for the 2024/25 budget.
- Working to find quotes on constructing our new pickleball courts at Liberty Field. This would include fencing, cement pads, lighting, pickleball surfaces, and the equipment for the courts.
- Finalizing quotes for new Ta-Ha field signs.
- Working on multiple quotes for electric strike locks on the skate park bathrooms.
- Getting out storage corrected at Memorial and Ta-Ha fields for the upcoming winter.
- Our fall recreation programs are still ongoing. Instructional Hockey, Skateboarding School, and NFL Flag football are our weekly programs.
- We also continue to offer Saturday programs for adults, families, and youth.
- Our winter activity catalog is in the works. I hope to have that available in early November.

**Department Report
October 2023**

Major Incidents/Significant Events/Meetings

- City council meetings on 1st and 3rd Mondays
- Arts Council meeting
- Tree board meeting
- Citizens Academy Presentation
- Stormwater Training
- NRPA conference

Project Outcomes

- Green Leaf awards presented
- Trees added downtown
- Skate Park Pump track installed
- 2023-2024 budget complete
- RFP for pool heaters ready
- Water trail takeout location approved
- Dock design approved
- RFQ for nature playground ready

Current Project

- | | |
|---|---|
| <ul style="list-style-type: none">• 2023 – 2024 budget• 2024 Fees• Paving the area around the Skyview shop• Adding additional sidewalk in Liberty Bell for ADA access to the fields and to the new restroom• Master Plan process underway• Johnson Park projects | <ul style="list-style-type: none">• Warren Cook Playground• Phase 2 liberty bell playground ordered• Parks Signage installations underway• Skyview Fishing Dock• Ta Ha Team Lockers• Pool heater replacement |
|---|---|

Upcoming Significant Events & Meetings

- Master Plan Public Survey



Parks and Rec Board Meeting Minutes

Thursday, October 19, 2023
5:00 p.m.
City Council Chambers

The meeting was called to order at 5:00 p.m. Roll call found the following members present: Ann Dover, Becky Wulf, Jerrett Mills, Melissa Temple, and Terry Rasmussen. Absent: Patrick Gerhart, Angie Bailey, and Austin Truex.

City staff present: Parks & Rec Director Nathan Powell, Assistant Rec Director PJ Evans, Parks Supervisor Ryan Beed, Parks & Rec Admin Assistant Jen Olson, and Communications Director Nick Stevenson.

Rasmussen moved, seconded by Temple to approve the October 19, 2023, agenda. Roll call: All Ayes.
Nays: None. Absent: Gerhart, Bailey, and Truex.

Rasmussen moved, seconded by Temple to approve the September 28, 2023, minutes. Roll call: All Ayes.
Nays: None. Absent: Gerhart, Bailey, and Truex.

Powell presented an updated version of the 2024 Fee Schedule for review and discussion.

Supervisor reports were given by Beed, LaMie, Evans, and Powell.

Meeting adjourned at 6:06 p.m.

The next meeting will be on November 16, 2023 at 5:00 p.m. in the City Council Chambers at 309 N 5th Street, Norfolk, NE.

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

AGREEMENT

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

WHEREAS, DOWNTOWN is desirous of holding a Hometown Holiday Festival in downtown Norfolk, Nebraska, on Tuesday, November 21, 2023, (with a rain/snow date of November 28, 2023) from 4:30 p.m. to 9:00 p.m., including but not limited to giving horse-drawn carriage rides, tractor-pulled hayrack rides, trolley rides, live reindeer display, live nativity scene, caroling, tree lighting ceremony, and having small campfires in self-contained steel fire pits; and

WHEREAS, DOWNTOWN is desirous of utilizing Riverpoint Square located at 3rd Street and Norfolk Avenue for its Hometown Holiday Festival; and

WHEREAS, DOWNTOWN has requested that Norfolk Avenue be closed between the west line of 1st Street and the east line of 7th Street for the event on Tuesday, November 21, 2023 (or rain/snow date); and

WHEREAS, DOWNTOWN has requested that North 3rd Street be closed from Norfolk Avenue extending north to the east/west alley running between Norfolk Avenue and Braasch Avenue; and

WHEREAS, DOWNTOWN has requested that 4th Street be closed from the east/west alley north of Norfolk Avenue running between Norfolk Avenue and Braasch Avenue extending south to the east/west alley running between Norfolk Avenue and Madison Avenue; and

WHEREAS, DOWNTOWN desires to have live reindeer on display on a portion of CITY's parking lot at 112 W. Norfolk Avenue; and

WHEREAS, DOWNTOWN desires to have a live nativity scene on display on the closed portion of North 3rd Street; and

WHEREAS, CITY is desirous of allowing the closure of said CITY streets as described above, and the use of Riverpoint Square and a portion of CITY's parking lot at 112 W. Norfolk Avenue for the Hometown Holiday Festival 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. RIVERPOINT SQUARE. CITY, being the owner of the park facility commonly known as Riverpoint Square located at 301 W. Norfolk Avenue in Norfolk, Nebraska, is willing to allow DOWNTOWN to utilize Riverpoint Square in conjunction with DOWNTOWN's

purpose of holding a Hometown Holiday Festival on Tuesday, November 21, 2023 (or rain/snow date of November 28, 2022).

2. TREE. DOWNTOWN shall be allowed to utilize CITY's decorated tree in Riverpoint Square for DOWNTOWN's tree lighting ceremony.

3. TEMPORARY STAGE & PHOTO AREA. CITY shall allow DOWNTOWN to place a temporary stage and temporary fence/backdrop photo area in Riverpoint Square for DOWNTOWN's event at locations approved by CITY's parks and recreation director.

4. STREET CLOSURE. CITY shall allow for the closure of the following streets on Tuesday, November 21, 2023 (or rain/snow date):

a. From 3:00 p.m. until 9:30 p.m.:

1) North 3rd Street from Norfolk Avenue extending north to the east/west alley running between Norfolk Avenue and Braasch Avenue.

b. From 4:30 p.m. until 9:30 p.m.:

1) Norfolk Avenue between the west line of 1st Street and the east line of 7th Street; and

2) 4th Street from the east/west alley north of Norfolk Avenue running between Norfolk Avenue and Braasch Avenue extending south to the east/west alley running between Norfolk Avenue and Madison Avenue.

5. HORSE-DRAWN CARRIAGE RIDES. CITY shall allow DOWNTOWN to have a vendor provide horse-drawn carriage rides on the closed portion of Norfolk Avenue, on a route approved by CITY's police chief or his designee, only during the Hometown Holiday Festival on Tuesday, November 21, 2023 (or rain/snow date). Operation of horse-drawn carriage rides shall comply with Section 13-201 et seq. of the Norfolk City Code.

6. HAYRACK/TROLLEY RIDES. CITY shall allow DOWNTOWN to give tractor-pulled hayrack rides and trolley rides on the closed portion of Norfolk Avenue on the route shown on the attached Exhibit "A" only during the Hometown Holiday Festival on Tuesday, November 21, 2023 (or rain/snow date). All hayracks and trolleys shall be equipped with taillights, brake lights, turn signals, and clearance lights as required by Nebraska Statutes.

7. CAMPFIRES. CITY understands that DOWNTOWN desires to have small campfires in self-contained steel fire pits in the downtown area in the US Bank courtyard and the courtyard east of Window World. CITY hereby authorizes the fire pits on said properties so long as the requisite permits are obtained and the fire pits are utilized in compliance with applicable codes. No fire pits shall be allowed on any sidewalk located on public property. CITY may authorize the placement of fire pits at other locations if approved in advance by CITY's fire chief or his or her designee. DOWNTOWN shall be responsible for obtaining the necessary burn permits

pursuant to the *International Fire Code 2018* adopted by CITY as amended by Norfolk City Code Section 8-28 and for utilizing the fire pits in compliance with applicable codes.

8. TEMPORARY TOILETS. DOWNTOWN may, at its expense, provide a sufficient number of temporary toilets to accommodate the number of people expected to attend the event; however, no temporary toilets shall be placed on the streets or on the sidewalk area between any store front or building front and the street.

9. INSURANCE.

A. 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

The policy/policies issued shall show insurance coverage for the following:

- a. Each and every horse-drawn carriage utilized for rides during the Hometown Holiday Festival;
- b. Each and every tractor, hayrack, and trolley utilized for rides during the Hometown Holiday Festival; and
- c. All activities sponsored by DOWNTOWN for its Hometown Holiday Festival with no exclusions.

B. In addition, DOWNTOWN shall name CITY as an additional insured. Said insurance shall be the primary insurance coverage for DOWNTOWN's event. DOWNTOWN agrees to be responsible for any damages or claim of loss not covered by DOWNTOWN's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by November 13, 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.

10. COPYRIGHTED MUSIC. DOWNTOWN agrees that it either has or will secure any necessary licenses required for the 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.

11. STREET BARRICADES. CITY shall erect moveable white and orange Type I and Type III barricades which completely barricade the closed public streets set forth in this Agreement. The portion of North 3rd will be completely closed by 3:00 p.m. on Tuesday, November 21, 2023 (or rain/snow date). CITY will begin closing the portions of Norfolk Avenue and 4th Street no earlier than 4:00 p.m. on Tuesday, November 21, 2023 (or rain/snow date) and said streets will be completely closed by 4:30 p.m. The streets being closed will remain closed for the duration of the event.

12. INDEMNIFICATION AND HOLD HARMLESS. 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.

13. NO PAINT ON CONCRETE. DOWNTOWN shall not paint or permanently mark the concrete of any street, sidewalk, Riverpoint Square, or CITY' parking lot at 112 W. Norfolk Avenue for DOWNTOWN's event. In the event that DOWNTOWN does paint or permanently mark any street, sidewalk, Riverpoint Square, or parking lot, then CITY shall have the paint or marking removed and the cost thereof shall be paid by DOWNTOWN.

14. LIVE REINDEER. CITY shall allow for the closure of three parking stalls on the east side of CITY's parking lot at 112 W. Norfolk Avenue, Norfolk, Nebraska, for the purpose of displaying up to three (3) live reindeer during the Hometown Holiday Festival on Tuesday, November 21, 2023 (or rain/snow date). The owner/handler of the reindeer shall meet the requirements of the Nebraska Department of Agriculture Domesticated Cervine Animal regulations which include but are not limited to obtaining a permit and Certificate of Veterinary Inspection to move the reindeer to the exhibition. DOWNTOWN shall take full responsibility for the safety of all staff, employees, volunteers, patrons, attendants, citizens and animals while on CITY property. DOWNTOWN shall return the site to its pre-existing condition by removing all bedding and feces used or left behind by said animals.

15. DISPLAY OF LIVE ANIMALS. CITY shall allow DOWNTOWN to display live animals for a nativity scene, including but not limited to donkeys, goats, and sheep on the closed portion of North 3rd Street provided that said live animals are enclosed in a gated area. The owner/handler of the animals shall meet any and all applicable Nebraska Department of Agriculture regulations related to the display of said live animals on CITY property. DOWNTOWN shall take full responsibility for the safety of all staff, employees, volunteers, patrons, attendants, citizens and animals while on CITY property. DOWNTOWN shall return the site to its pre-existing condition by removing all bedding and feces used or left behind by said animals.

16. 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.

17. MANAGEMENT. The parties acknowledge and agree that DOWNTOWN shall be solely responsible for the operation and management of CITY's facilities during the term of this Agreement when CITY's facilities are being utilized by DOWNTOWN for DOWNTOWN's event and related activities. DOWNTOWN shall be responsible for operating and managing CITY's facilities in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over CITY's facilities 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 CITY's facilities in accordance with the Rules. DOWNTOWN shall ensure that all individuals utilizing CITY's facilities for DOWNTOWN's event shall conduct themselves in accordance with the Rules.

18. MAINTENANCE. DOWNTOWN shall be responsible for maintaining CITY's facilities in accordance with the Rules so that CITY's facilities 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 CITY's facilities in accordance with the Rules.

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

20. NO USAGE FEE. DOWNTOWN shall pay no fee to CITY for the use of CITY's facilities for its Hometown Holiday Festival.

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

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

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

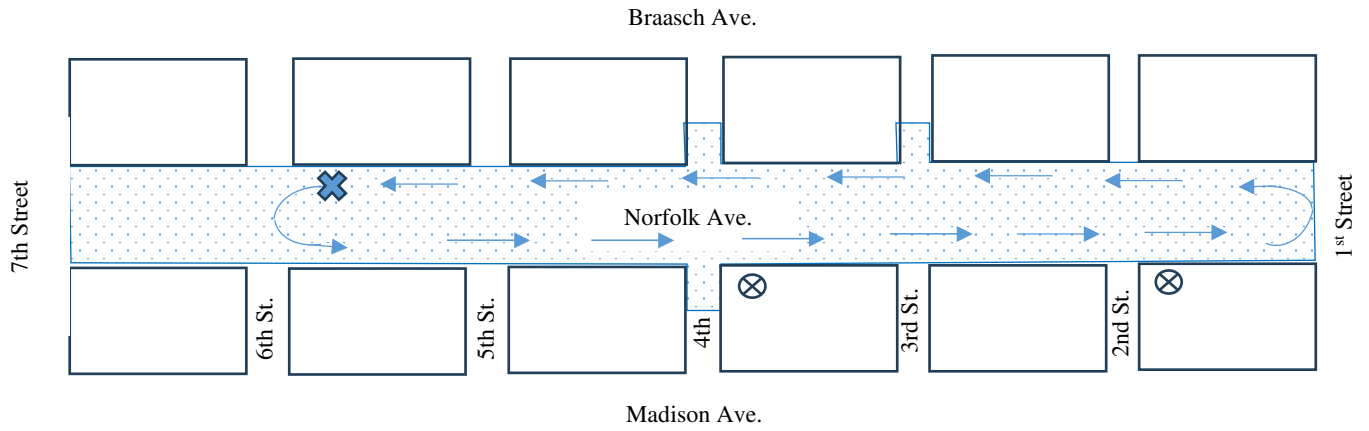
Approved as to Form: _____
Danielle Myers-Noelle, City Attorney





DOWNTOWN NORFOLK ASSOCIATION, INC.,
A Nebraska Nonprofit Corporation

By _____
Its President
Printed Name: _____

By _____
Its Treasurer
Printed Name: _____

EXHIBIT "A"



-  Hayrack Route
-  Hayrack Pickup
-  Burn Barrels
-  Street Closure

REQUEST FOR QUALIFICATIONS FROM CONSULTING FIRMS FOR PROFESSIONAL SERVICES FOR A NATURE PLAYGROUND AND LANDSCAPING FOR JOHNSON PARK

The City of Norfolk is soliciting qualifications from consulting firms for professional services for a Nature Playground and Landscaping for Johnson Park. The information provided in the qualifications will be used by the City of Norfolk to select the firm utilizing criteria defined herein.

The firm selected by the City of Norfolk will enter into a Design Contract with the City of Norfolk to furnish architectural, engineering and related design services for the Project.

The scope of the Project is *The City of Norfolk, Nebraska Parks and Recreation Department intends to build a nature playground at Johnson Park located on the map herein. The project will include nature playground elements, wayfinding signage throughout the park, and a predesigned irrigation project.*

Design Recommendations (Minimum)

- Full design of a nature playground
 - A model for future park area development
 - An experiential landscape (nature)
 - An aesthetically pleasing landscape
 - Sustainability given limited resources for maintenance
 - Social/community interaction
 - Wellness and recreation
 - Education
 - Destination
- Design development and construction cost estimating for natural play space elements. Preparation of construction documents for selected natural play space elements. Documents may include site layout plans, grading plans, utilities plans, and planting plans.
- Review existing sign menu and determine location of wayfinding signage.
- Final bid package will include the predesigned irrigation project, wayfinding signage and a nature playground as one bid schedule.
- Ability to design and complete the bidding process for a spring construction project.

Location of supporting documents to this RFP are listed below:

- Advertisement in Exhibit 3.1
- The criteria for evaluation of proposals and the relative weights of each criterion are found in Exhibit 3.3.
- The terms and conditions of the design contract are found in Exhibit 3.4
- Location of Nature Playground in Exhibit 3.8

Prequalified prospective Design Firm shall respond to all items in this questionnaire. Failure to do so will deem the Proposal nonresponsive at the discretion of the City of Norfolk. If the prospective Design Firm team is a prime contractor-subcontractor relationship or joint venture, both entities must complete their relevant information on the questionnaire.

Submittal Requirements

1. **Cover Letter**
2. **Table of Contents**
3. **Ability of the Proposed Personnel of the Design Firm to Perform** (Maximum Percentage of Total Points Available - 30%)
 - a. For the design components of the Design team, provide an organization chart identifying the lead individual in each role classification. These include, but are not limited to, the following services (if applicable) for the project:
 - (i) Design Principal
 - (ii) Project Architect
 - (iii) Design Architect
 - (iv) Structural Engineer
 - (v) Mechanical Engineer
 - (vi) Civil/Site Engineer
 - b. List any specialty subconsultants required for the project.
 - c. For each individual listed above, provide the following resume information:
 - (i) Name and role in the project
 - (ii) Relationship to Design Firm (employee, subconsultant, etc.)
 - (iii) Company
 - (iv) Contact information (address, phone)
 - (v) Professional registrations/certifications
 - (vi) Years with current firm and with other firms
 - (vii) List of five (5) relevant or similar projects including:
 - a. Project name and brief scope of services provided
 - b. Year completed
 - c. Reference (name, title, phone and email address)
4. **Character, Integrity, Reputation, Judgment, Experience, and Efficiency of the Design Firm** (Maximum Percentage of Total Points Available - 30%)
 - a. Design Firm shall list a reference in the following categories (provide name, company, address, phone, and relationship to the reference):
 - (i) Project of similar scope (contractual point of contact for City of Norfolk)
5. **Quality of Performance on Previous Projects** (Maximum Percentage of Total Points Available - 30%)



The Design Firm shall list five (5) completed projects of similar scope or budget and provide the following information for each:

- a. Project name - brief description of relevance to the project of this RFP
- b. Address
- c. Owner, contact name, title, address and phone
- d. Design Professional – firm name, contact name, address and phone

6. Ability of the Design Firm to Perform Within the Time Specified (Maximum Percentage of Total Points Available - 30%)

- a. provide detailed information on the five (5) listed projects above with respect to:
 - (i) Design schedule - proposed and actual (number of calendar days total for programming, preliminary design and final design)

7. Previous and Existing Compliance of the Design Firm Relating to the Contract (Percentage of Total Points Available - 10%)

- a. Has the Design Firm, or any proposed member of the design firm team been cited for failure to comply with local, state or federal law of any nature in the last five years? Yes No If yes, explain in detail.
- b. Are there any civil or criminal actions pending against the Design Firm or any proposed member of the design firm team? Yes No If yes, Explain in detail.

8. Such Other Information as May be Secured Having a Bearing on the Selection (Percentage of Total Points Available - 20%)

- a. Current capacity: provide a list of your firm's and your sub-consultant's current contracted projects and the scope of those projects.
- b. Design Firms Approach to Design the Project
 - (i) Provide a written approach on how the design and construction team will take the information provided by the City of Norfolk and develop final design, construction documents, budget control, schedule, public engagement, and bidding. The approach may contain graphic materials illustrating the proposed approach to design and construction, but shall not include price proposals.

Design Firms Agreement to the Following Conditions:

Design Firms submittal of a proposal implies agreement to the following conditions:

1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering, which involve architectural or engineering services.
2. At the time of the design firm offering, the Design Firm will furnish to the City of Norfolk a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design project.
3. The architect or engineer engaged by the Design Firm to perform the architectural or engineering work with respect to the design project will have direct supervision of such work and may not be removed by the Design Firm prior to the completion of the project without the written consent of the governing body of the City of Norfolk.
4. A Design Firm offering design services with its own employees who are design professionals licensed to practice in Nebraska will:
 - a. Comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering; and
 - b. Submit proof of sufficient professional liability insurance.
5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design Firm will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under said act.
6. Other information which the City of Norfolk chooses to require.



EXHIBIT 3.1

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

CITY OF NORFOLK
309 N. 5th STREET (City Hall)
Norfolk, Nebraska 68701

Proposals from Design Firm Teams/Firms for the design of the Nature Playground will be received by the City of Norfolk, Nebraska at the Office of the City Clerk until 2:00 o'clock p.m. on November 15th, 2024, and then reviewed by the Selection Committee.

The Details of the Project may be examined at the following location:

Office of the City Engineer
309 N. 5th Street
City Hall
Norfolk, Nebraska, 68701

Copies of the proposal details may be obtained from the office of the City Engineer, City of Norfolk, 309 N. 5th Street, Norfolk, NE 687017, 402-844-2000.

Date Mayor, City of Norfolk, Nebraska

Publish

Two Affidavits of Publication



EXHIBIT 3.3

CRITERIA FOR EVALUATION OF PROPOSALS AND THE MAXIMUM PERCENTAGES OF EACH CRITERION AND OTHER CRITERIA REQUIRED BY THE CITY OF NORFOLK

The selection committee shall evaluate proposals taking into consideration the criteria enumerated below with the maximum percentage of total points for evaluation which may be assigned to each criterion.

Item	Criterion	Maximum Percentage of Total Points*
1	The ability of the proposed personnel of the Design Firm to perform	30
2	The character, integrity, reputation, judgment, experience and efficiency of the Design Firm	30
3	The quality of performance on previous projects	30
4	The ability of the Design Firm to perform within the time specified	30
5	The previous and existing compliance of the design firm with laws relating to the contract	10
6	Such other information as may be secured having a bearing on the selection	20

*Committee shall determine Percentages for each category not to exceed the Maximum Percentages. Total of all Percentages shall equal 100%.

(See Exhibit 3.3A Score Sheet)



EXHIBIT 3.3A

REQUEST FOR PROPOSALS EVALUATION SHEET

1) _____
Project _____ *Design Firm*

2) _____
Address

Score each firm in the seven categories listed below. Score each category from 1 (lowest) to 10 (highest).

Item	Crित्रion	Percentage of Total Points*	Score (1 to 10)	Percentage X Score
<i>Sample</i>	<i>Designers Experience</i>	<i>10</i>	<i>8</i>	<i>80</i>
1	The ability of the proposed personnel of the Design Firm to perform			
2	The character, integrity, reputation, judgment, experience and efficiency of the Design firm			
3	The quality of performance on previous projects			
4	The ability of the Design Firm to perform within the time specified.			
5	The previous and existing compliance of the Design Firm with laws relating to the contract			
6	Such other information as may be secured having a bearing on the selection			
	Total	100		

*Total of Percentages shall equal 100%.

Total Score _____

 Scorer's Name



EXHIBIT 3.4

TERMS AND CONDITIONS OF THE DESIGN CONTRACT

Identify the document here. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska.

A draft copy of AIA documents may be obtained from:

American Institute of Architects – Nebraska, P. O. Box 8045 Lincoln, Nebraska 68501, 402-472-1476, <http://www.aiane.org/>

A draft copy of Consensus DOCS documents may be obtained from:

Associated General Contractors-Nebraska Building Chapter
1327 H Street #202, Lincoln, Nebraska 68508, 402-438-0400, <http://www.agcnebuilders.com>

A draft copy of EJCDC documents may be obtained from:

American Council of Engineering Companies-Nebraska 301 South 13th Street, #101, Lincoln, Nebraska 68508, 402-476-2572, <http://www.acecnebraska.org>

EXHIBIT 3.8

Location



AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Andrew Olsen, d/b/a Olsen Mowing & Snow Removal, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR agrees to provide fast and efficient snow piling services to CITY; and

WHEREAS, CONTRACTOR is willing to provide de-icing services to aid in the street cleaning efforts for CITY;

IT IS THEREFORE AGREED by and between the parties hereto as follows:

1. SERVICES. CONTRACTOR agrees to provide services to aid CITY in its snow piling and de-icing efforts in designated CITY-owned lots throughout the Vehicle Parking District in accordance with the Request for Bid attached hereto as Exhibit "A".
2. CONSIDERATION. CITY agrees to use CONTRACTOR during the term of this Agreement. As consideration for CONTRACTOR to make his equipment and operators available to CITY within a reasonable time frame, the rates paid by CITY are as reflected in Exhibit "B". CONTRACTOR also agrees to be responsible for the wages, workers' compensation insurance, withholding and social security for the operators of said equipment, and holds the CITY harmless for the payment of the same.
3. ITEMIZED STATEMENT. CONTRACTOR shall within thirty (30) days of the completion of said snow and ice remediation present his itemized statement of hours worked to the Street Manager of CITY, who shall then present the same to be approved for payment at the next regular City Council meeting of CITY.
4. INDEPENDENT CONTRACTOR. CONTRACTOR agrees that for all purposes of this Agreement that he is an independent contractor and agrees to carry insurance coverage as follows: 1) worker's compensation coverage as required by Nebraska statute; 2) general liability insurance in the minimum amount of \$1,000,000 per occurrence for property damage and bodily injury; 3) auto liability in the minimum amount of \$1,000,000 for bodily injury and property damage each accident; 4) medical expense \$5,000 any one person; and 5) to add City of Norfolk as an additional insured to the liability policy and furnish a certificate of insurance to CITY prior to Agreement performance. CONTRACTOR further agrees to hold CITY harmless for any negligent acts of their agents or employees while fulfilling the terms of this contract.

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

6. AGREEMENT VOIDABLE BY CITY. If the City of Norfolk receives at least 2 inches of snow, or as otherwise agreed upon between CITY and CONTRACTOR, CONTRACTOR shall provide snow piling services. If CONTRACTOR fails to provide the snow piling services to CITY within a reasonable time after notification of need by the CITY, this Agreement shall be voidable at the option of CITY at the discretion of its City Administrator.

7. TERM. This Agreement shall become effective on the date of execution hereof and remain in effect for the 2023-2024 snow season, unless otherwise terminated as set forth herein.

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

9. NON-DISCRIMINATION. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, CONTRACTOR agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "C". Any reference to "contractor" in Exhibit "C" shall mean CONTRACTOR for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the day and year first above written.

ATTEST:

CITY OF NORFOLK, NEBRASKA
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

CONTRACTOR

Andrew Olsen, d/b/a Olsen Mowing
& Snow Removal

EXHIBIT "A"

Request for Bids

Sealed bids will be received by the City of Norfolk, Nebraska, until 3:30 p.m. on Wednesday, September 20, 2023, to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations for the 2023-2024 Snow Operation Season.

Bids should be clearly marked "RFB Snow Removal" and are to be mailed or delivered to arrive at the City offices at 309 N. 5th Street by 3:30 p.m. on said date. Faxed bids are not acceptable. Specifications may be obtained from Will Elwell, Streets Manager at (402)844-2183 or by email: welwell@norfolkne.gov.

The City reserves the right to reject any, or all bids, or any portion thereof, or to waive informality in any bid.

By order of the Mayor and City Council this 21st day of August, 2023.

Brianna Duerst
City Clerk

Publish (August 30, September 6, 13, 2023)
1 P.O.P.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

Vehicle Parking District (VPD) and Downtown Snow Operations – Bid Request

SCOPE OF SERVICES:

1. The City of Norfolk and Vehicle Parking District proposes to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations indicated on the attached maps.

THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SNOW AND ICE REMOVAL SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.
2. The purpose for this proposal is to provide the City with comprehensive professional snow piling and ice removal on City owned streets and parking lots in the designated areas. The City is requesting Contractor to provide ideas and considerations for costs of management, personnel, materials, equipment, and transportation necessary to provide services for any or all locations listed on the attached maps.
3. Snow services to consider should include snow plowing in specific locations to maintain bare pavement as weather will permit and ensure proper and safe street traffic flow through parking lots during normal hours of operation.
4. Contractor dumping snow onto a VPD pile from anywhere other than a VPD lot will not be tolerated and is considered littering. Such actions will be considered a breach of contract and grounds for agreement termination.
5. Use of all equipment is at the contractor's expense, and therefore should be included when considering bid submissions.
6. City will be responsible for snow removal on adjacent sidewalks. Removing snow piles from site during routine snow operations may be negotiated. As such, contractor shall not pile snow around objects like poles, signs, cars, etc., to ensure efficiency during City snow pile removal operations.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

7. Contractor has the option to offer onsite snow melting service cost.
8. Questions should be directed to:
Will Elwell, Streets Manager
(402) 844-2183 or welwell@norfolkne.gov.
9. Bids should be returned by **3:30 p.m., Wednesday, September 20, 2023**
City of Norfolk
Attn: Purchasing
309 N 5th Street
Norfolk, NE 68701

SPECIAL CONSIDERATIONS:

1. Snow is not to be piled in streets / alleyways. The ONLY exceptions are as follows:
 - a. Lot C-2, North 3rd Street, snow may be piled on street center in such a manner to allow traffic flow.
 - b. Lot I-2 parallel parking area adjacent to South 3rd St., snow will be allowed to be pushed into the street windrow.
2. City is open to Contractor availability to perform all or any combination of:
 - a. Snow piling in VPD lots
 - b. Geomelt application to parking lots
 - c. Snow removal from VPD lots
 - d. Snow operations and removal from streets in the designated area of the attached maps
3. Services are to be provided for the 2023-2024 snow operation season with consideration being given for additional years or a multi-year agreement based on performance.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

INVOICING EXPECTATIONS:

1. Contractor understands invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment shall not be due until thirty (30) days after the invoice has been received at:

City of Norfolk.
Attn: Street Division
309 N 5th Street
Norfolk, NE 68701

2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of services contract could occur.
3. Credit Card payments can be made during normal business hours after appropriate approval. Check payment will be issued after VPD and City Council approval.

INSURANCE:

Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
2. Medical Expense minimum of: \$5,000 any one person
3. Automobile Liability: \$1,000,000 combined single limits and property damage.
4. Workers' Compensation and Employers' Liability; Workers' Compensation and Employers' Liability Limits as required by the Labor Code of the State of Nebraska.

In addition, the Contractor shall:

- name the City of Norfolk as certificate holder
- name the City of Norfolk as additionally insured

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

BID SHEET

- 1. Cost proposal and considerations for piling snow in VPD Parking Lot locations as indicated on the attached maps.

- 2. Cost proposal and considerations for Snow Hauling/Removal from the VPD Parking Lots to City of Norfolk Transfer Station 600 E. Monroe Ave.

- 3. Cost proposal and considerations for Snow Hauling/Removal of piles on downtown streets to City of Norfolk Transfer Station 600 E. Monroe Ave.

Option #1: Snow Melting Service if offered or available: _____

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis: _____

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments? _____ YES _____ NO If yes, is there a fee? _____

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2023-2024 snow season; but contractor may address any potential benefits of a multi-year agreement below:

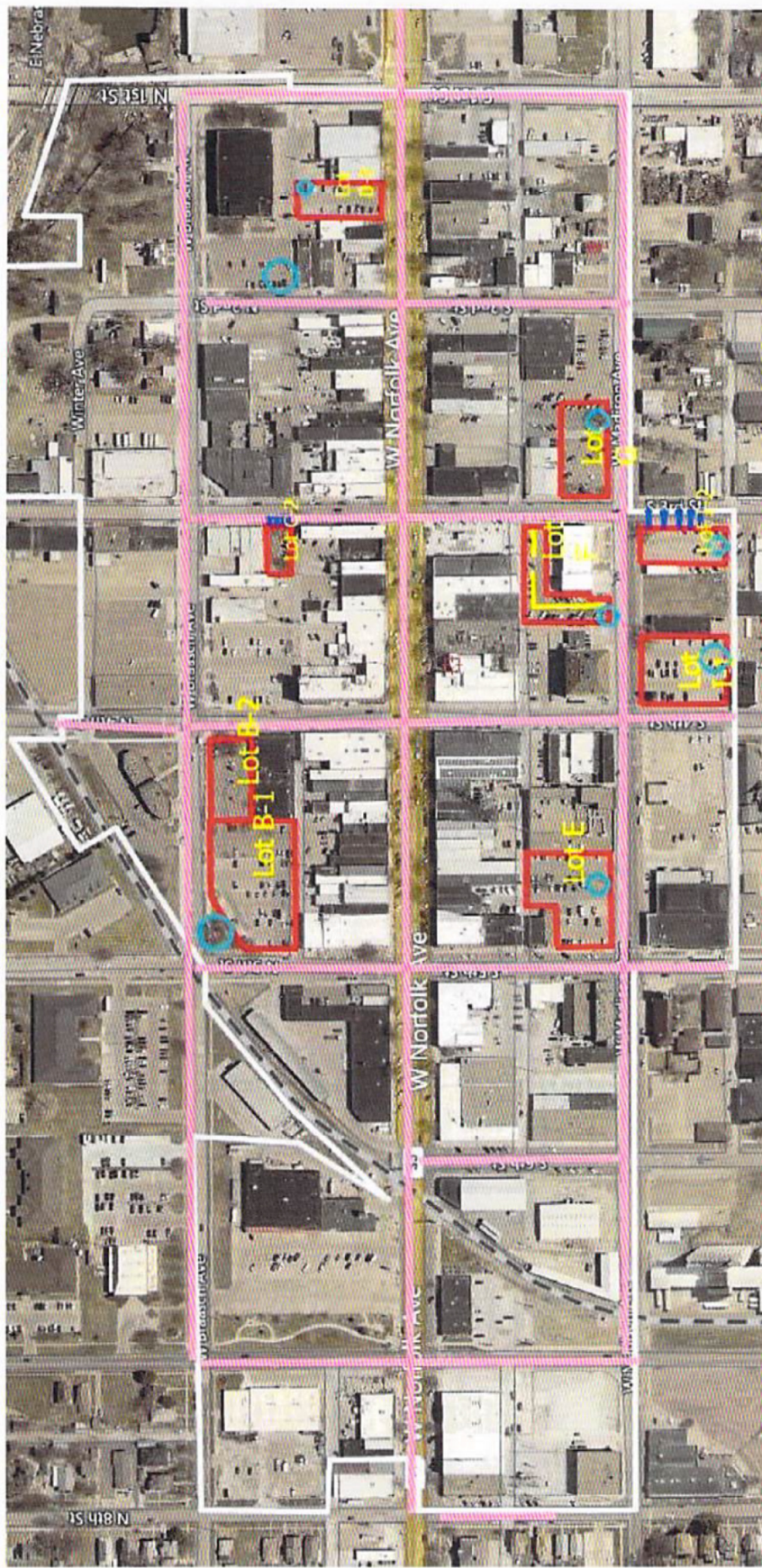
Bidder (Name of Firm) _____

Address _____ City, State, Zip _____

Phone _____ E-MAIL _____

Authorized Signature _____ DATE _____

Map of street snow removal



- Street Snow to be burmed and removed from site
- VPD Lots
- (White) VPD Boundary Lines

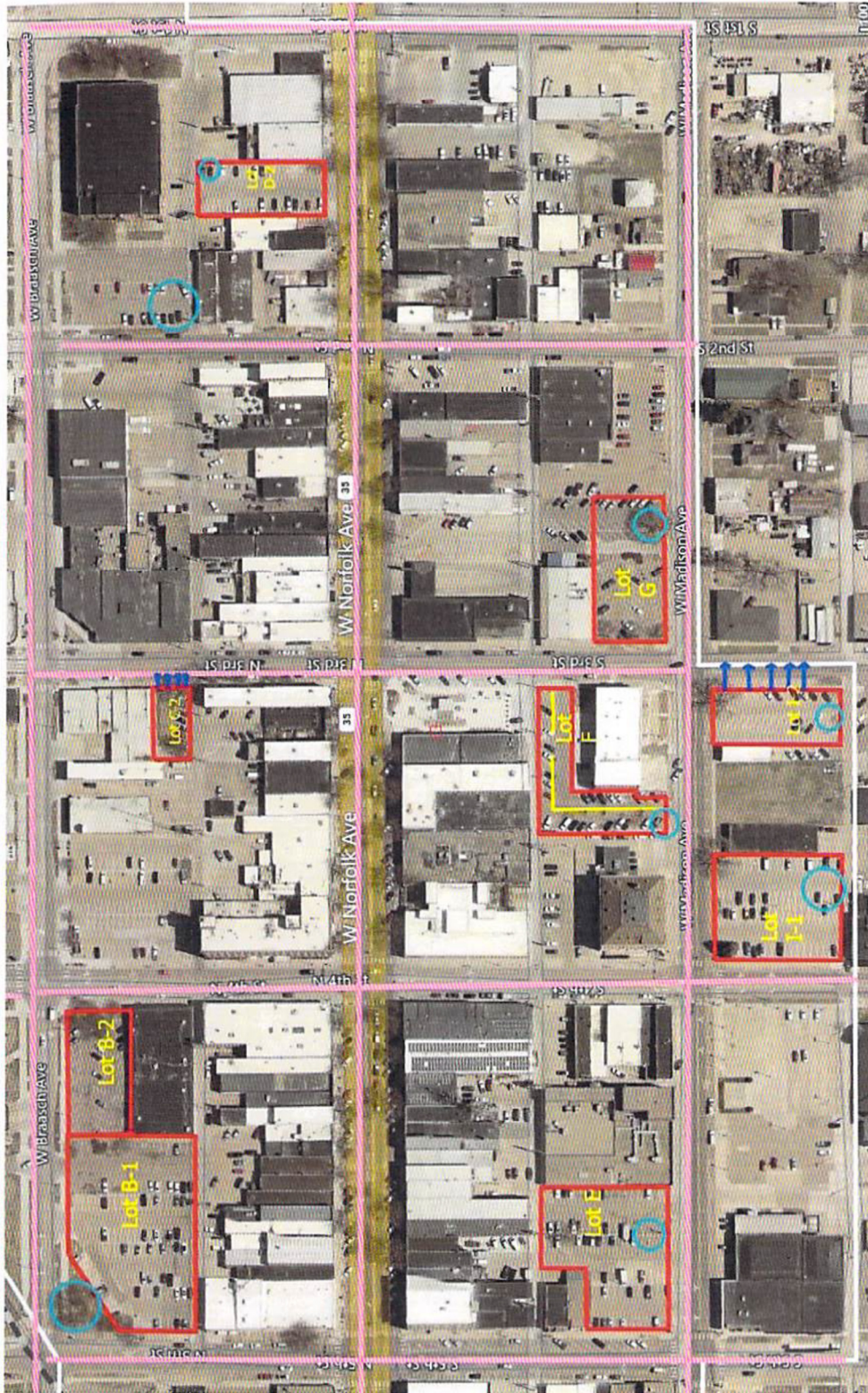
EXHIBIT "A"



○ VPD snow piling to be removed later by City or contractor

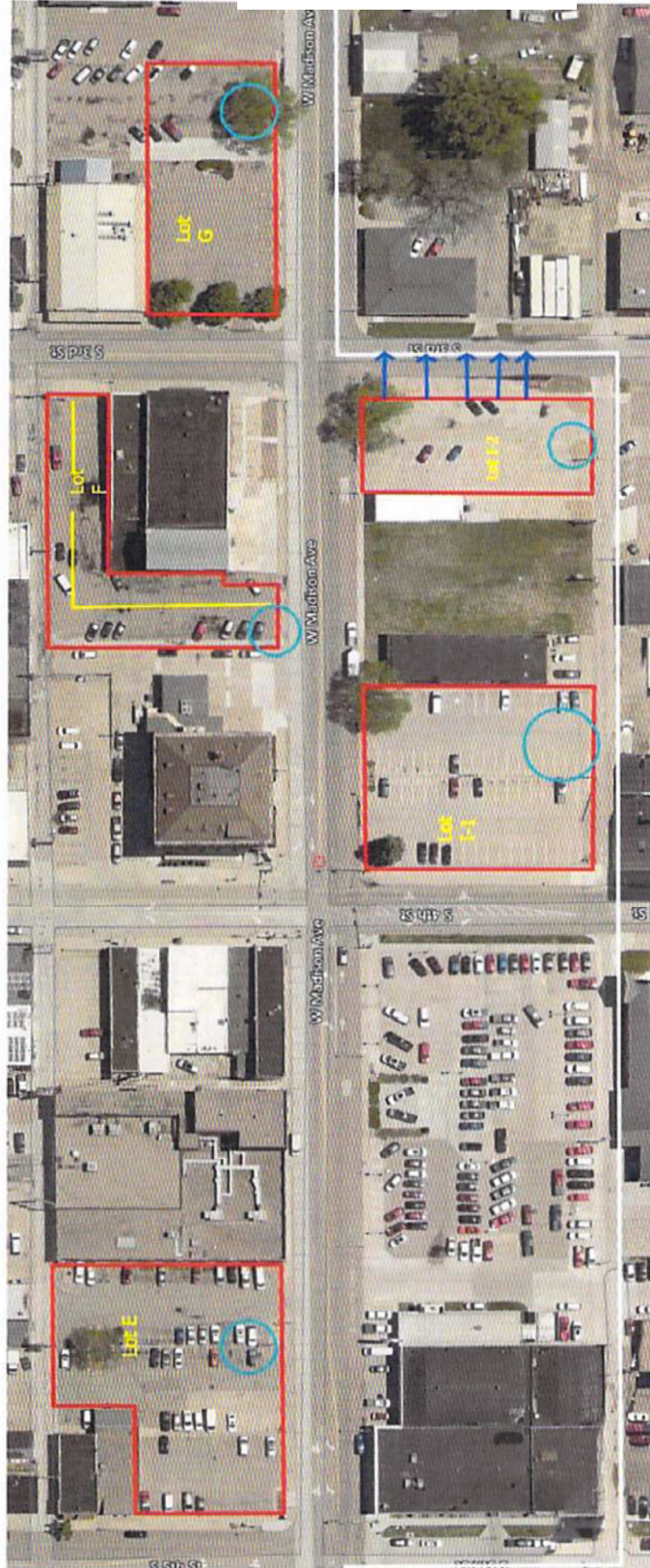
EXHIBIT "A"

7 of 9



○ VPD snow piling to be removed later by City or contractor

EXHIBIT "A"



○ VPD snow piling to be removed later by City or contractor

EXHIBIT "B"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

BID SHEET

1. Cost proposal and considerations for **piling snow** in VPD Parking Lot locations as indicated on the attached maps.

\$1,650 per push. (Discounted rates for clean up passes)

2. Cost proposal and considerations for **Snow Hauling/Removal** from the VPD Parking Lots to City of Norfolk Transfer Station 600 E. Monroe Ave.

\$150 per hour per truck
\$200 per hour 3.5 yard loader

3. Cost proposal and considerations for **Snow Hauling/Removal** of piles on downtown streets to City of Norfolk Transfer Station 600 E. Monroe Ave.

\$150 per hour per truck

Option #1: Snow Melting Service if offered or available: N/A

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis: _____

\$1,450 per application (as-needed)

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments? YES NO If yes, is there a fee? 3%

EXHIBIT "B"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2023-2024 snow season; but contractor may address any potential benefits of a multi-year agreement below:

Bidder (Name of Firm) Olsen Mowing & Snow Removal
Address 2602 W Madison Ave City, State, Zip Norfolk, NE 68701
Phone 402-992-9686 E-MAIL andrewk.olsen@gmail.com
Authorized Signature *Andrew Olsen* DATE 9/18/23

EXHIBIT "C"

Title VI Non-Discrimination Program

Non-Discrimination Provisions

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as “CITY”, and ASPM Landscapes, LLC, a Nebraska Limited Liability Company, hereinafter referred to as “CONTRACTOR”.

WHEREAS, CONTRACTOR agrees to provide fast and efficient snow hauling services to CITY; and

IT IS THEREFORE AGREED by and between the parties hereto as follows:

1. SERVICES. CONTRACTOR agrees to provide services to aid CITY in its snow hauling efforts in designated CITY-owned lots throughout the Vehicle Parking District in accordance with the Request for Bid attached hereto as Exhibit “A”.
2. CONSIDERATION. CITY agrees to use CONTRACTOR during the term of this Agreement. As consideration for CONTRACTOR to make his equipment and operators available to CITY within a reasonable time frame, the rates paid by CITY are as reflected in Exhibit “B”. CONTRACTOR also agrees to be responsible for the wages, workers’ compensation insurance, withholding and social security for the operators of said equipment, and holds the CITY harmless for the payment of the same.
3. ITEMIZED STATEMENT. CONTRACTOR shall within thirty (30) days of the completion of said snow remediation present its itemized statement of hours worked to the Street Manager of CITY, who shall then present the same to be approved for payment at the next regular City Council meeting of CITY.
4. INDEPENDENT CONTRACTOR. CONTRACTOR agrees that for all purposes of this Agreement that it is an independent contractor and agrees to carry insurance coverage as follows: 1) worker’s compensation coverage as required by Nebraska statute; 2) general liability insurance in the minimum amount of \$1,000,000 per occurrence for property damage and bodily injury; 3) auto liability in the minimum amount of \$1,000,000 for bodily injury and property damage each accident; 4) medical expense \$5,000 any one person; and 5) to add City of Norfolk as an additional insured to the liability policy and furnish a certificate of insurance to CITY prior to Agreement performance. CONTRACTOR further agrees to hold CITY harmless for any negligent acts of its agents or employees while fulfilling the terms of this contract.
5. HOLD HARMLESS/INDEMNIFICATION. CONTRACTOR agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by CONTRACTOR 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 CONTRACTOR failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

6. AGREEMENT VOIDABLE BY CITY. If the City of Norfolk receives at least 2 inches of snow, or as otherwise agreed upon between CITY and CONTRACTOR, CONTRACTOR shall provide snow hauling services. If CONTRACTOR fails to provide the snow hauling services to CITY within a reasonable time after notification of need by the CITY, this Agreement shall be voidable at the option of CITY at the discretion of its City Administrator.

7. TERM. This Agreement shall become effective on the date of execution hereof and remain in effect for the 2023-2024 snow season, unless otherwise terminated as set forth herein.

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

9. NON-DISCRIMINATION. Pursuant to the Title VI Non-Discrimination Program of the City of Norfolk, CONTRACTOR agrees to comply with the provisions set forth in Appendix A to CITY's Title VI Non-discrimination Program, if applicable. A copy of said provisions are attached hereto as Exhibit "C". Any reference to "contractor" in Exhibit "C" shall mean CONTRACTOR for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement the day and year first above written.

ATTEST:

 Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA
 A Municipal Corporation

By _____
 Josh Moening, Mayor

ASPM LANDSCAPES, LLC, a Nebraska
 Limited Liability Company, CONTRACTOR

By _____
 Printed name: _____
 Title: _____

EXHIBIT "A"

Request for Bids

Sealed bids will be received by the City of Norfolk, Nebraska, until 3:30 p.m. on Wednesday, September 20, 2023, to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations for the 2023-2024 Snow Operation Season.

Bids should be clearly marked "RFB Snow Removal" and are to be mailed or delivered to arrive at the City offices at 309 N. 5th Street by 3:30 p.m. on said date. Faxed bids are not acceptable. Specifications may be obtained from Will Elwell, Streets Manager at (402)844-2183 or by email: welwell@norfolkne.gov.

The City reserves the right to reject any, or all bids, or any portion thereof, or to waive informality in any bid.

By order of the Mayor and City Council this 21st day of August, 2023.

Brianna Duerst
City Clerk

Publish (August 30, September 6, 13, 2023)
1 P.O.P.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

**Vehicle Parking District (VPD) and Downtown
Snow Operations – Bid Request**

SCOPE OF SERVICES:

1. The City of Norfolk and Vehicle Parking District proposes to enter into an agreement with a contractor or multiple contractors to provide snow operation services for downtown streets and VPD parking lot locations indicated on the attached maps.

THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SNOW AND ICE REMOVAL SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN.
2. The purpose for this proposal is to provide the City with comprehensive professional snow piling and ice removal on City owned streets and parking lots in the designated areas. The City is requesting Contractor to provide ideas and considerations for costs of management, personnel, materials, equipment, and transportation necessary to provide services for any or all locations listed on the attached maps.
3. Snow services to consider should include snow plowing in specific locations to maintain bare pavement as weather will permit and ensure proper and safe street traffic flow through parking lots during normal hours of operation.
4. Contractor dumping snow onto a VPD pile from anywhere other than a VPD lot will not be tolerated and is considered littering. Such actions will be considered a breach of contract and grounds for agreement termination.
5. Use of all equipment is at the contractor's expense, and therefore should be included when considering bid submissions.
6. City will be responsible for snow removal on adjacent sidewalks. Removing snow piles from site during routine snow operations may be negotiated. As such, contractor shall not pile snow around objects like poles, signs, cars, etc., to ensure efficiency during City snow pile removal operations.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

7. Contractor has the option to offer onsite snow melting service cost.
8. Questions should be directed to:
Will Elwell, Streets Manager
(402) 844-2183 or welwell@norfolkne.gov.
9. Bids should be returned by **3:30 p.m., Wednesday, September 20, 2023**
City of Norfolk
Attn: Purchasing
309 N 5th Street
Norfolk, NE 68701

SPECIAL CONSIDERATIONS:

1. Snow is not to be piled in streets / alleyways. The ONLY exceptions are as follows:
 - a. Lot C-2, North 3rd Street, snow may be piled on street center in such a manner to allow traffic flow.
 - b. Lot I-2 parallel parking area adjacent to South 3rd St., snow will be allowed to be pushed into the street windrow.
2. City is open to Contractor availability to perform all or any combination of:
 - a. Snow piling in VPD lots
 - b. Geomelt application to parking lots
 - c. Snow removal from VPD lots
 - d. Snow operations and removal from streets in the designated area of the attached maps
3. Services are to be provided for the 2023-2024 snow operation season with consideration being given for additional years or a multi-year agreement based on performance.

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

INVOICING EXPECTATIONS:

1. Contractor understands invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment shall not be due until thirty (30) days after the invoice has been received at:

City of Norfolk.
Attn: Street Division
309 N 5th Street
Norfolk, NE 68701

2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of services contract could occur.
3. Credit Card payments can be made during normal business hours after appropriate approval. Check payment will be issued after VPD and City Council approval.

INSURANCE:

Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
2. Medical Expense minimum of: \$5,000 any one person
3. Automobile Liability: \$1,000,000 combined single limits and property damage.
4. Workers' Compensation and Employers' Liability; Workers' Compensation and Employers' Liability Limits as required by the Labor Code of the State of Nebraska.

In addition, the Contractor shall:

- name the City of Norfolk as certificate holder
- name the City of Norfolk as additionally insured

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

BID SHEET

- 1. Cost proposal and considerations for **piling snow** in VPD Parking Lot locations as indicated on the attached maps.

- 2. Cost proposal and considerations for **Snow Hauling/Removal** from the VPD Parking Lots to City of Norfolk Transfer Station 600 E. Monroe Ave.

- 3. Cost proposal and considerations for **Snow Hauling/Removal** of piles on downtown streets to City of Norfolk Transfer Station 600 E. Monroe Ave.

Option #1: Snow Melting Service if offered or available: _____

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis: _____

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments? _____ YES _____ NO If yes, is there a fee? _____

EXHIBIT "A"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2023-2024 snow season; but contractor may address any potential benefits of a multi-year agreement below:

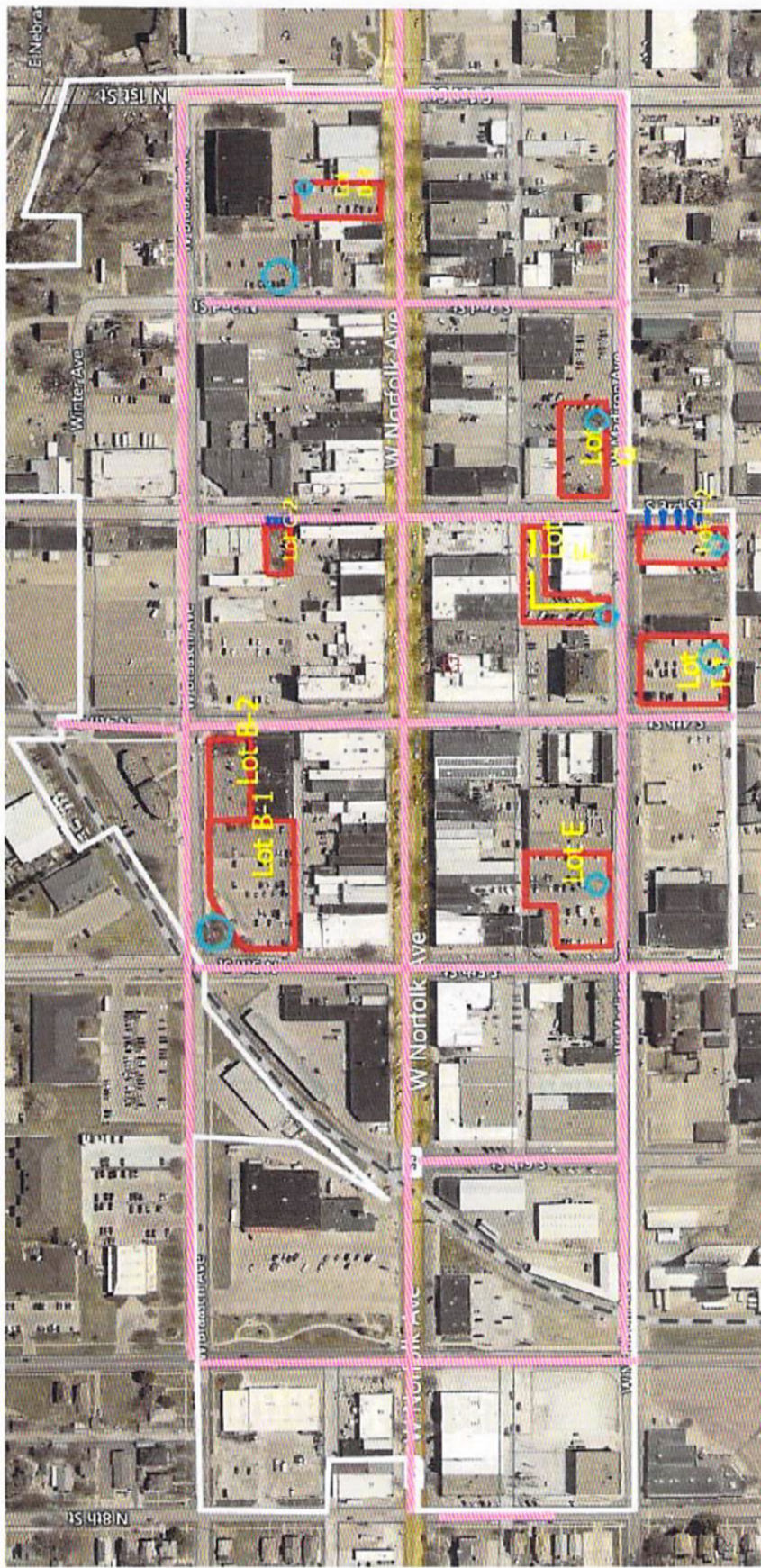
Bidder (Name of Firm) _____

Address _____ City, State, Zip _____

Phone _____ E-MAIL _____

Authorized Signature _____ DATE _____

Map of street snow removal



- Street Snow to be burmed and removed from site
- VPD Lots
- (White) VPD Boundary Lines

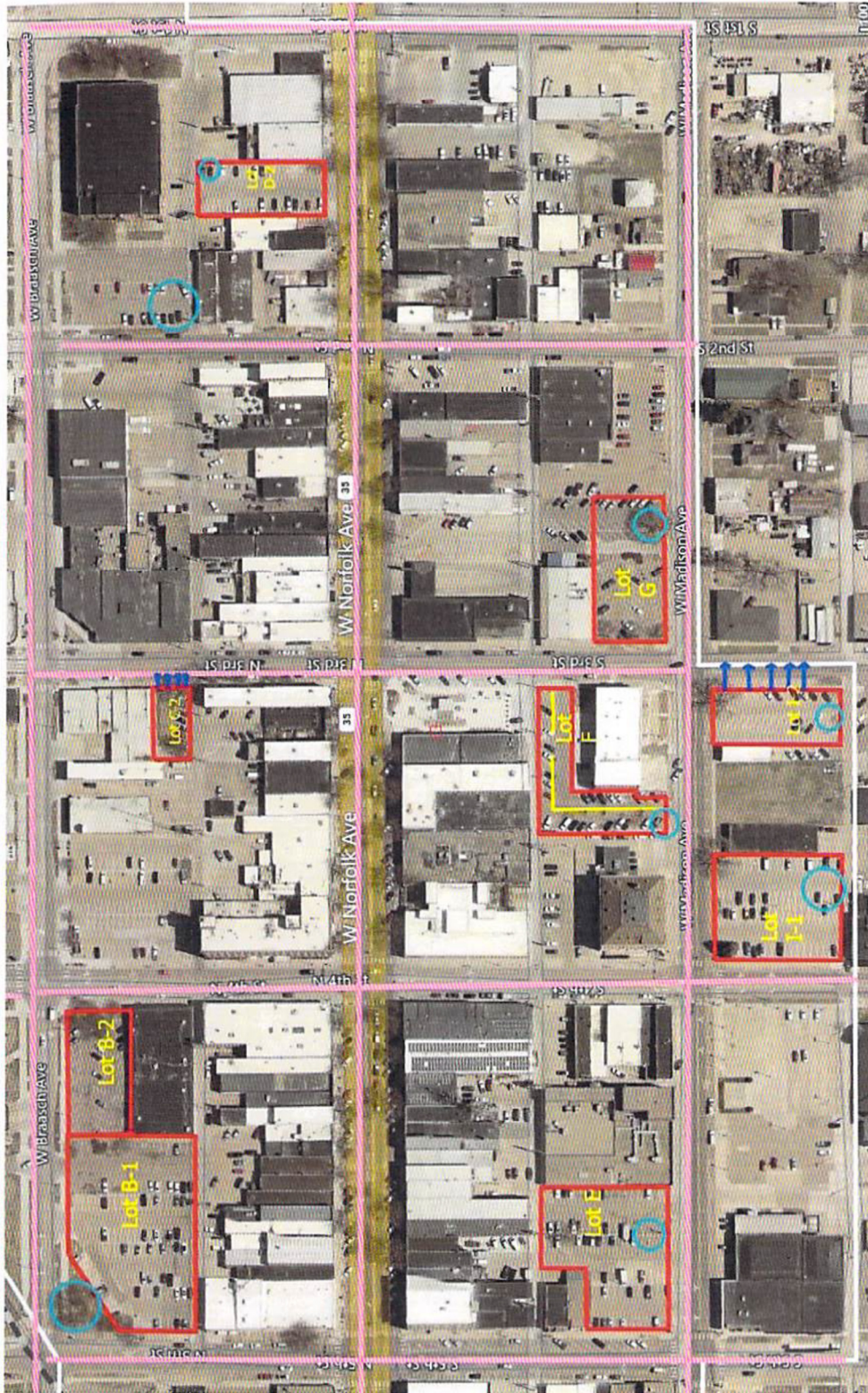
EXHIBIT "A"



○ VPD snow piling to be removed later by City or contractor

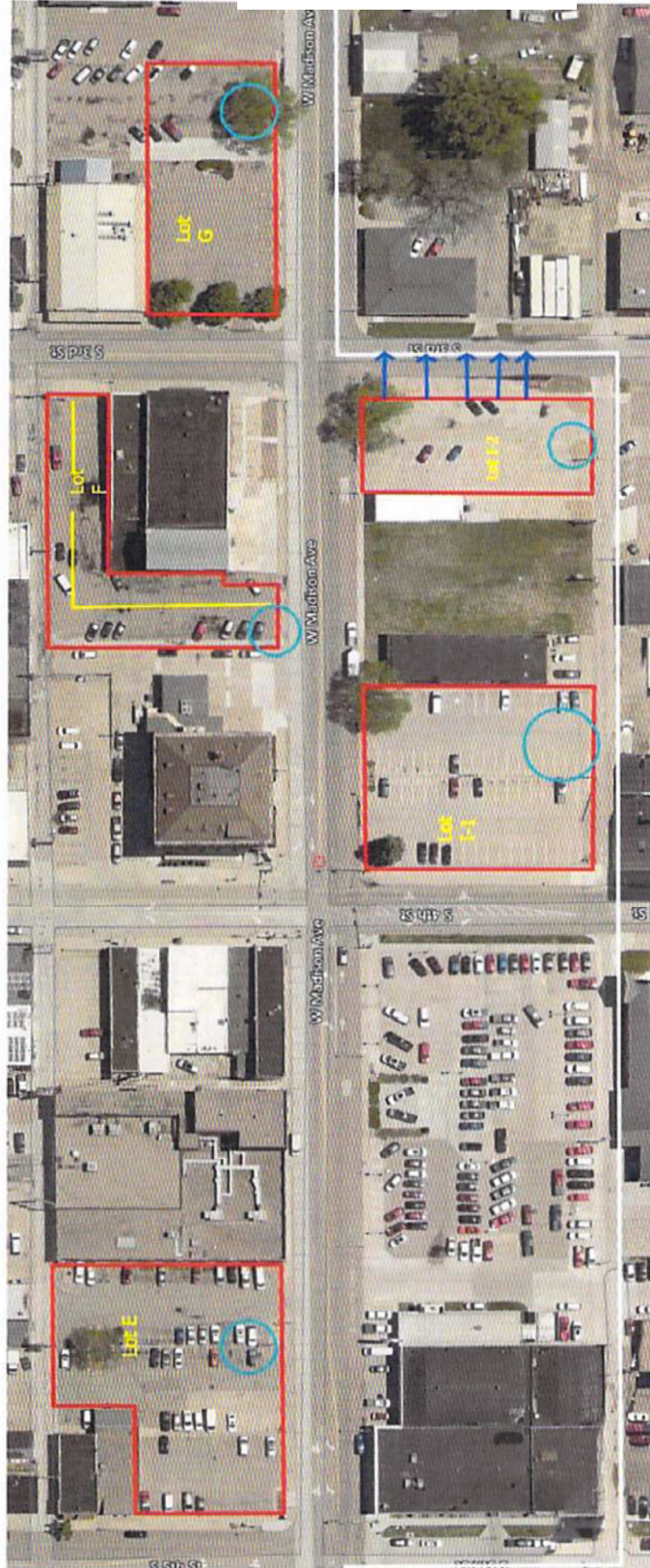
EXHIBIT "A"

7 of 9



○ VPD snow piling to be removed later by City or contractor

EXHIBIT "A"



○ VPD snow piling to be removed later by City or contractor

EXHIBIT "B"



mernestie@norfolkne.gov

309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

BID SHEET

1. Cost proposal and considerations for piling snow in VPD Parking Lot locations as indicated on the attached maps.

2. Cost proposal and considerations for Snow Hauling/Removal from the VPD Parking Lots to City of Norfolk Transfer Station 600 E. Monroe Ave.

Semi & Side Dump = \$180 hr
6yd Loader = \$280 hr

3. Cost proposal and considerations for Snow Hauling/Removal of piles on downtown streets to City of Norfolk Transfer Station 600 E. Monroe Ave.

Semi & Side Dump = \$180 hr
6yd Loader = \$280 hr

Option #1: Snow Melting Service if offered or available: _____

N/A

Option #2: Cost & Rate Information for Liquid De-Icing on a per request basis: _____

\$1.74 a gallon for 70% Brine 30% Beet Blend

Credit Card payments can be made during normal business hours.

Do you accept C.C. payments? _____ YES NO If yes, is there a fee? _____

EXHIBIT "B"



309 N 5th St
Norfolk, NE 68701
P402-844-2000 F402-844-2028
www.norfolkne.gov

Administration Division

Potential bidders are encouraged to ask questions and include additional pages for clarification to the City in regards to the services offered and costs for said services. Term of contract shall be the 2023-2024 snow season; but contractor may address any potential benefits of a multi-year agreement below:

Bidder (Name of Firm) ASPM Landscapes LLC
Address 2501 East Omaha Ave City, State, Zip Norfolk, NE 68701
Phone 402-366-4272 E-MAIL robin.wilke@aspmlandscapes.com
Authorized Signature [Signature] DATE 9-19-23

EXHIBIT "C"

Title VI Non-Discrimination Program

Non-Discrimination Provisions

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

**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

Elkhorn Valley Historical Society of Norfolk (Elkhorn Valley Museum)

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

515 Queen City Blvd, Norfolk, NE 68701

Retail Liquor License Address or Non-Profit Business Address

36-3377579

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 12/10/23 _____

Event Start Time(s): 7pm _____

Event End Time(s): 10pm _____

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Elkhorn Valley Museum

Event Street Address/City: 515 Queen City Blvd, Norfolk, NE 68701

Indoor area to be licensed in length & width: 37 x 31.3

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

Type of Event: Beer: Wine Tasting Estimate # of attendees: 65

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: Libby McKay Event Contact Phone Number: 402-371-3986

Event Contact Email: ljm.evm@gmail.com

*Signature Authorized Representative: Libby McKay Printed Name Libby J McKay

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

PROCLAMATION
for
“READ ALOUD TO A CHILD MONTH”

- WHEREAS,** literacy is the fundamental building block of all learning and is essential to the growth and success of every child in our city; and
- WHEREAS,** reading to children enlarges their vocabulary and enhances their listening skills, thereby fostering intellectual growth and a more positive attitude toward reading; and
- WHEREAS,** reading to a child is a simple and priceless act that benefits both adult and child, positively contributing to family literacy and strengthening the bond between a parent and child; and
- WHEREAS,** when parents assume the responsibility for children’s literacy, making a commitment to reading for 20 minutes a day, children become more healthy, resilient and inquisitive; and
- WHEREAS,** “Read Aloud to Your Child for 20 Minutes a Day” is a nationally recognized program that has been in existence for more than 25 years; and
- WHEREAS,** Read Aloud Norfolk, the Norfolk Public Library, Norfolk area schools and other organizations representing parents, teachers, librarians and concerned citizens advocate for reading aloud to children because it fosters healthy interaction between adults and children; and
- WHEREAS,** reading aloud to children will enhance family literacy and the well-being of young people throughout our city.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, by the power vested in me do hereby proclaim November, 2023, as:

“READ ALOUD TO A CHILD MONTH”

in the City of Norfolk and the surrounding area and encourage all parents, teachers, librarians and other caring adults to **read aloud to a child** every day.

November 6, 2023

Mayor

SEAL

DISTINGUISHED CITIZENSHIP RECOGNITION

Lucy Yost

“People Power Award”

WHEREAS, for her act of distinguished citizenship and good neighborliness, in this instance for her efforts replacing and repairing missing or damaged markers at the gravesites of veterans in Prospect Hill; and

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

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

Mayor Josh Moenning, Norfolk, Nebraska

November 6, 2023

S E A L

Northdale



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11/6/2023
04/07/2023

Enclosure 28
Page 176 of 231



*** Disclaimer: Madison County is implementing a new CAMA pricing system and the data is still being verified for correctness.**

Parcel Information	
Parcel ID	590115251
Links	Photo #1
Map Number	1501-00-0-62023-000-0020
Neighborhood	11500-2016 CONTRACT 2 N CENT NFK
Area #	
Current Owner	CITY OF NORFOLK
Mailing Address	309 N 5TH ST NORFOLK, NE 68701-4092
Situs Address	01001 NORTHDALE DR
Tax District	(30) NORFOLK
School District	6101 (NORFOLK 2)
Legal Description	SUNNYDELL ADDITION LOT 20
Class	Exempt

Current Value Information			
Land Value	Dwelling Value	Improvement Value	Total Value
\$0	\$0	\$0	\$0

Prior Year Value Information					
Year	Land Value	Dwelling Value	Improvement Value	Total Value	Taxes
2022	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0
2018	\$14,902	\$0	\$0	\$14,902	\$0

Yearly Tax Information		
Year	Amount	Levy
2022	\$0.00	0.000000

2022 Tax Levy	
Description	Rate

5 Year Sales History

Extensive sales information is available For Madison County On a subscription basis by contacting a county staff member at (402) 454-3311.

Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	13,397	0.31

Photo



ORDINANCE NO. 5853

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY EQUIPMENT TAX ANTICIPATION BONDS OF THE CITY OF NORFOLK, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$1,270,000) FOR THE PURPOSES OF PURCHASING PUBLIC SAFETY EQUIPMENT AND PUBLIC SAFETY BUILDING IMPROVEMENTS AND MISCELLANEOUS COSTS ASSOCIATED THEREWITH; DIRECTING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AUTHORIZING OFFICERS OF THE CITY TO MAKE ARRANGEMENTS FOR THE SALE OF THE BONDS AND TO DESIGNATE THE FINAL TERMS, RATES AND MATURITY SCHEDULE FOR SAID BONDS WITHIN STATED PARAMETERS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of Norfolk, Nebraska (the “City”), hereby find and determine as follows:

(a) it is necessary for the City to provide funds for the purpose of purchasing public safety equipment and public safety building improvements and to pay miscellaneous costs associated therewith;

(b) in order to pay the cost of the foregoing, it is necessary and advisable for the City to issue its Public Safety Equipment Tax Anticipation Bonds;

(c) the taxable valuation of all taxable property within the City, as most recently determined (2023-2024), is \$2,371,569,304;

(d) the City has the following bonds outstanding under the provisions of Section 18-1202 R.R.S. Neb. 2012, as amended:

<u>Issue</u>	<u>Date</u>	<u>Original Principal Amount</u>	<u>Amount Outstanding</u>	<u>Final Maturity Date</u>
Series 2016	08/18/16	\$505,000	\$290,000	08/01/31
Series 2019	09/10/19	2,290,000	1,640,000	09/15/32
Series 2021A	03/23/21	850,000	670,000	12/15/29
Series 2021B	03/23/21	1,065,000	975,000	12/15/40

said bonds hereinafter being referred to as the “Outstanding Bonds”;

(e) pursuant to Section 18-1201 Reissue Revised Statutes of Nebraska, 2012, as

amended, the Mayor and Council of the City of Norfolk do hereby provide for the levying of a special tax, all as more specifically described in Section 11 hereof, and such special tax is sufficient to provide for payment of the principal of and interest on the Outstanding Bonds and the bonds herein authorized;

(f) the annual debt service on the bonds herein authorized (and the Outstanding Bonds) does not in any year exceed \$550,000;

(g) all conditions, acts and things required by law to exist or to be done precedent to the issuance of Public Safety Equipment Tax Anticipation Bonds pursuant to Section 18-1201 R.R.S. Neb. 2012, as amended, do exist and have been done as required by law.

Section 2. For the purposes specified in Section 1 hereof, there shall be and there are hereby ordered issued Public Safety Equipment Tax Anticipation Bonds, in the principal amount of not to exceed One Million Two Hundred Seventy Thousand Dollars (\$1,270,000) (the "Bonds"), provided, that the Bonds shall mature in such amounts and on such dates and bear interest at such rates per annum as shall be determined in a written designation (the "Designation") signed by the Mayor or the City Treasurer (each, an "Authorized Officer") on behalf of the City and agreed to by Piper Sandler & Co. (the "Underwriter"), which Designation may also determine or modify the principal amount, interest rate or maturity date of the Bonds, mandatory redemption provisions (if any) and pricing terms as set forth in Section 9 hereof, all within the following limitations:

(a) the aggregate principal amount of the Bonds shall not exceed the amount stated in this Section 2 above, provided, however, in the event the Bonds are sold with a net original issue discount such aggregate principal amount may be increased in an amount necessary to compensate for any such net original issue discount;

(b) the aggregate amount of original issue premium and original issue discount (if any) may result in an aggregate net original issue discount (if any) not in excess of two percent (2.00%) of the stated principal amount of the Bonds;

(c) the longest maturity of the Bonds may not be later than December 15, 2037;

(d) the true interest cost of the Bonds shall not exceed 6.50%;

(e) two or more of the principal maturities may be combined and issued as "term bonds" and each of the Authorized Officers may determine the mandatory sinking fund payments and mandatory redemption amounts. Any Bonds issued as "term bonds" shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption and may be selected for redemption by any random method of selection determined appropriate by the Registrar (as hereinafter designated).

Each of the Authorized Officers is hereby authorized to make such determinations on behalf of the City and to evidence the same by execution and delivery of the Designation and such determinations shall constitute the action of the Mayor and Council without further action of the Mayor and Council.

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The Bonds shall bear date of original issue of the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semiannually on June 15 and December 15 of each year (except as otherwise provided in the Designation), commencing June 15, 2024 (or such other date or dates as may be set forth in the Designation, each of said dates an "Interest Payment Date") and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date to which interest has been paid or provided for, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day immediately preceding the Interest Payment Date (or such other date as provided in the Designation, the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be designated by the City's Treasurer as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or date of redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and accrued interest thereon due at maturity or at any date fixed for redemption prior to maturity shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. Unless otherwise provided in the Designation, the City Treasurer is hereby designated as the Paying Agent and Registrar for the Bonds. The City reserves the right in the discretion of the Mayor and Council to appoint a bank or trust company as successor to the City Treasurer in the capacity of Paying Agent and Registrar under the terms of an agreement to be approved at the time of any such designation. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the City offices. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar on behalf of the City will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity. To the extent of the

denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the City evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. In addition to any mandatory sinking fund redemptions that may be set forth in the Designation, the Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue thereof (or such other redemption date as set forth in the Designation), at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed in its sole discretion but the Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given at the direction of the City in the case of optional redemptions and without further direction in the case of mandatory redemptions, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of said Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective

notice has been given. In the event term maturities and mandatory redemption amounts are determined in the Designation, the provisions of this Section 6 shall apply generally to mandatory redemptions. Any such mandatory redemptions shall be in amounts and on terms set forth in the Designation, at the principal amount redeemed plus accrued interest to the date set for redemption. The Paying Agent and Registrar shall select the term bonds to be redeemed in any maturity using any random method of selection deemed appropriate, subject to the provisions of Section 8 of this Ordinance.

Section 7. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**PUBLIC SAFETY EQUIPMENT TAX ANTICIPATION BOND
THE CITY OF NORFOLK, NEBRASKA
SERIES 2023**

No. _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	_____	_____, 2023	

Registered Owner:

Principal Amount: _____ Dollars (\$ _____)

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Norfolk, in the State of Nebraska (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or most recent Interest Payment Date to which interest has been paid or provided for, whichever is later, at the rate per annum specified above, payable semiannually on _____ and _____ of each year, commencing _____, 20__ (each of said dates an "Interest Payment Date"). Said interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal hereof and unpaid accrued interest thereon due at maturity or upon redemption prior to maturity are payable upon presentation and surrender of this bond at the office of the City Treasurer, the Paying Agent and Registrar, in Norfolk, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's registered address as shown on such books and records (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of _____ Dollars (\$ _____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City for the purpose of purchasing public safety equipment and public safety building improvements, and to pay miscellaneous costs associated therewith all in strict compliance with Section 18-1201 and 18-1202 R.R.S. Neb. 2012, as amended. The issuance of said bonds has been authorized by proceedings duly had and an ordinance legally passed, approved and published by the Mayor and

Council of said City (the “Ordinance”).

Bonds of this issue are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption. Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed at said registered owner’s address in the manner specified in the Ordinance. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner’s attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City has agreed to make a special levy of taxes as permitted by Section 18-1201 R.R.S. Neb., 2012, as amended, of not more than 5¢ per \$100 of taxable value on all the taxable property within the City, which tax shall be sufficient in rate and amount to fully pay the principal and interest of this bond, the other bonds of this issue and the Outstanding Bonds, as defined in the Ordinance, as the same become due. The City agrees that said bonds, together with said Outstanding Bonds, shall be secured by such tax so assessed and levied and shall be payable out of the funds derived from such tax.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City of Norfolk, Nebraska, have caused this bond to be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and by causing the official seal of the City to be imprinted hereon or affixed hereto, all as of the date of original issue specified above.

CITY OF NORFOLK, NEBRASKA

(Sample – Do Not Sign)
Mayor

ATTEST:

(Sample – Do Not Sign)
City Clerk

(SEAL)

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This bond is one of the series designated therein and has been registered to the owner named in said bond and the name of such owner has been recorded in the books of record maintained by the undersigned as Paying Agent and Registrar for said issue of bonds.

(Sample – Do Not Sign)
City Treasurer, Paying Agent and Registrar
for the City of Norfolk, Nebraska

(Form of Assignment)

For value received _____ hereby sells, assigns and transfers unto _____ (Social Security or Taxpayer I.D. No. _____) the within bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Paying Agent and Registrar with full power of substitution in the premises.

Dated: _____
Registered Owner(s)

Signature Guaranteed

By _____
Authorized Officer(s)

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 8. Each of the Bonds shall be executed on behalf of the City with the facsimile signatures of the Mayor and the City Clerk and shall have imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds under the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a Letter of Representations (the "Letter of Representations") in the form required by the Depository (which may be in the form of a blanket letter, including any such letter previously executed and delivered), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. With respect to the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds;

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption; or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds.

The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the

Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee; or

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If the Bonds are not initially issued as book-entry bonds, or if for any reason the Depository is terminated or resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the Mayor and City Clerk and sealed with the City's seal, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting Mayor and City Clerk and by imprinting thereon or affixing thereto the City's seal. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such bond (including such certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

Section 9. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration, and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter as initial purchaser thereof. The Bonds are to be sold to the Underwriter, within the limitations of Section 2, for the purchase price set forth in the Designation (including an underwriter's discount of not to exceed 0.75% plus or minus original issue discount and/or original issue premium). Such Underwriter and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including without limitation, authorizing the release of the Bonds by the Depository at closing. Said Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Any of the Authorized Officers of the City are hereby authorized to approve, execute, and deliver a Bond Purchase Agreement for and on behalf of the City. The Treasurer of the City shall maintain a record of information with respect to the Bonds as required under Section 10-140, R.R.S. 2012, and shall cause the same to be filed in the office of the Auditor of Public Accounts of the State of Nebraska. The City Clerk shall make and certify a duplicate transcript of the proceedings of the Mayor and Council with respect to the Bonds which shall be delivered to the Underwriter. The officers of the City are further authorized to take such actions as such officers may deem necessary or appropriate in order to carry out the terms of this Ordinance.

Section 10. The proceeds of the Bonds shall be applied for the purposes as described in Section 1 hereof upon order of the Mayor and Council. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest falling due on said Bonds on the first Interest Payment Date. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 11. The City agrees that it shall, pursuant to Section 18-1201 R.R.S. Neb. 2012, as amended, levy a special tax so long as any of the Bonds and Outstanding Bonds remain outstanding of not more than 5¢ per \$100 of taxable value on all the taxable property within the City. The City further agrees that such tax shall be levied in such amount so that in each calendar year in which payments of principal and interest fall due on the Bonds and the Outstanding Bonds, the anticipated amount to be collected from such tax shall be an amount of not less than 112% of the total amount of principal and interest payable on the Bonds and the Outstanding Bonds in such calendar year. The Bonds and the Outstanding Bonds shall be secured by such tax and shall be payable out of the funds derived from such tax. On receipt of such taxes, the City Treasurer shall hold such tax in a separate fund for the purpose of paying the Bonds and the Outstanding Bonds or making redemptions as provided in Section 6 of this ordinance.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds hereby authorized that it will make no use of the proceeds of said bond issue, including monies held in any sinking fund for the Bonds, which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103(b) and 148 and all applicable regulations thereunder throughout the term of said bond issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year that the Bonds are issued (taking into consideration the exception for current refunding issues).

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company may be invested or reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 14. Each of the Authorized Officers is hereby authorized to approve, on behalf of the City, an official statement (which may include preliminary and final) relating to the Bonds. Such official statement shall be delivered in accordance with applicable securities laws.

Section 15. In accordance with the requirements of Rule 15c2-12, as amended (the "Rule"), promulgated by the Securities and Exchange Commission, the City being the only "obligated person" with respect to the Bonds agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

(a) not later than seven months after the end of each fiscal year of the City (the "Delivery Date"), financial information or operating data for the City of the type accompanying the audited financial statements of the City entitled "Management's Discussion and Analysis" ("Annual Financial Information");

(b) when and if available, audited financial statements for the City; audited financial information shall be prepared on the basis of generally accepted accounting principles; and

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of the holders of the Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar events of the City (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City);
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a financial obligation, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(d) in a timely manner, notice of any failure on the part of the City to provide Annual Financial Information or audited financial statements not later than the Delivery Date.

The City has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The City agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default under the Ordinance. The continuing disclosure obligations of the City, as described above, shall cease when none of the Bonds remain outstanding

Section 16. In order to promote compliance with certain federal tax and securities laws relating to the bonds herein authorized (as well as other outstanding bonds) the policy and procedures attached hereto as Exhibit "A" (the "Post-Issuance Compliance Policy and Procedures") are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Mayor and the City Council hereby authorize and direct all of the officers, employees and agents of the City to carry out, or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any one of them, shall consider necessary, advisable, desirable, or appropriate in connection with this ordinance, and the issuance, placement or sale and delivery of the Bonds, including, without limitation and whenever appropriate, the execution and delivery thereof and of all other related documents, instruments, certifications and opinions; and delegates, authorizes and directs the Mayor the right, power and authority to exercise his or her own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by the Mayor or by any such other officer, officers, agent or agents of the City of any such documents, instruments, certifications and opinions, or the doing by him or her of any act in connection with any of the matters which are the subject of this ordinance shall constitute conclusive evidence of both the City's and his or her approval of all changes, modifications, amendments, revisions and alterations made therein, and shall conclusively establish his or her absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the action so taken.

Section 18. This Ordinance shall be in force and take effect from and after its passage and

publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(SEAL)

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

**Policy and Procedures
Federal Tax Law and Disclosure Requirements for
Tax-exempt Bonds and/or Tax Advantaged Bonds**

ISSUER NAME: The City of Norfolk, in the State of Nebraska

COMPLIANCE OFFICER (BY TITLE): Finance Officer/Treasurer

POLICY

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds (or as tax credit, direct pay subsidy or other tax-advantaged bonds, as applicable) to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments or tax credits associated with its bonds issued as tax advantaged bonds are received in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

PROCEDURES

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

Document Review. At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),

- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):
- (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
 - (ii) Form 8038 series filed with the Internal Revenue Service;
 - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
 - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
 - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
 - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer’s continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the “Continuing Disclosure Obligations”), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer’s bonds or relating to the Issuer’s Continuing Disclosure Obligations.

Use and Timely Expenditure of Bond Proceeds. Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

Arbitrage Yield Restrictions and Rebate Matters. The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the “Code”) and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

Use of Bond Financed Property. Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the

Tax Documents or Federal tax law.

Continuing Disclosure. Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

SOURCES AND USES OF FUNDS

**City of Norfolk PSTABs 2023
Series 2023 PSTABs**

Sources:

Bond Proceeds:	
Par Amount	1,265,000.00
	1,265,000.00

Uses:

Project Fund Deposits:	
Project Fund	1,250,000.00
Delivery Date Expenses:	
Cost of Issuance	1,897.50
Underwriter's Discount	9,487.50
	11,385.00
Other Uses of Funds:	
Additional Proceeds	3,615.00
	1,265,000.00

ORDINANCE NO. 5854

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA, TO AMEND SECTION 24-110 OF THE OFFICIAL CITY CODE TO INCLUDE SPEED LIMITS FOR RECENTLY-ANNEXED AREAS; 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 24-110 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-110. Speed limits for specific streets—Generally.

Except as otherwise provided, no person shall operate a vehicle in the areas designated below at a speed in excess of that shown below or as otherwise posted:

Street or area	From (Entire street if not otherwise indicated)	To	Speed (Miles per hour)
Benjamin Ave.	Victory Rd.	First railroad crossing east of 1 st Street	40
Benjamin Ave.	First railroad crossing east of 1 st Street	27 th Street	35
Benjamin Ave.	27 th Street	West city limits	45
<u>Bonita Dr.</u>			<u>25</u>
Braasch Ave.	1 st St.	7 th St.	25
Eisenhower Ave.	<u>East City limits Victory Rd.</u>	<u>West City Limits First Railroad crossing west of Victory Rd.</u>	50
<u>Eisenhower Ave.</u>	<u>13th St.</u>	<u>25th St.</u>	<u>45</u>
Georgia Ave.	Riverside Blvd.	13 th St.	30
Madison Ave.	1 st St.	7 th St.	25

Street or area	From (Entire street if not otherwise indicated)	To	Speed (Miles per hour)
Madison Ave.	7 th St.	13 th St.	30
<u>Magnet Dr.</u>	<u>Victory Rd.</u>	<u>West to Dead End</u>	<u>35</u>
Monroe Ave.	1 st St.	300 ft. west of 5 th St.	25
Monroe Ave.	300 ft. west of 5 th St.	13 th St.	45
Monroe Ave.	1 st St.	East city limits	35
<u>Norfolk Ave.</u>	<u>Highway 35</u>	<u>Grandview Dr.</u>	<u>45</u>
Norfolk Ave.	West edge of roundabout at the junction of Norfolk Ave. and Nebraska Highway 35 North	East end of Bridge over North Fork of Elkhorn River	35
Norfolk Ave.	East end of Bridge over North Fork of Elkhorn River	9 th St.	25
Norfolk Ave.	9 th St.	18 th St.	35
Norfolk Ave.	18 th St.	<u>West city limits 31st St.</u>	40
<u>North Airport Rd.</u>	<u>13th St.</u>	<u>2500 feet West of 13th St.</u>	<u>40</u>
<u>North Airport Rd.</u>	<u>2500 feet West of 13th St.</u>	<u>West city limits</u>	<u>55</u>
Omaha Ave.	East city limits	Pine Industrial Rd.	50
Omaha Ave.	Pine Industrial Rd.	20 th Street	35
Omaha Ave.	20 th Street	<u>West city limits 37th St.</u>	45
<u>Omaha Ave.</u>	<u>37th St.</u>	<u>West city limits</u>	<u>50</u>
Pasewalk Ave.			30
Prospect Ave.	3 rd St.	7 th St.	25
Prospect Ave.	7 th St.	25 th St.	30
Queen City Blvd.			30
Riverside Blvd.	Maple Ave.	Benjamin Ave.	35
Riverside Blvd.	Benjamin Ave.	<u>Alaska Ave. 13th St.</u>	40
<u>Sherwood Rd.</u>	<u>1st St.</u>	<u>2860 ft. west of 1st St.</u>	<u>45</u>
Taylor Ave.	Pasewalk Ave.	25 th St.	30

Street or area	From (Entire street if not otherwise indicated)	To	Speed (Miles per hour)
Valley View Dr.	Norfolk Ave.	25 th St.	15
Victory Rd.	Omaha Ave.	Point where Victory Rd. dead ends south of Norfolk Ave. <u>South city limits</u>	30
Victory Rd.	Norfolk Ave.	North city limits	40
<u>1st St.</u>	<u>South city limits</u>	<u>Elkhorn River bridge</u>	<u>55</u>
<u>1st St.</u>	<u>Elkhorn River bridge</u>	<u>Jackson Ave.</u>	<u>40</u>
1 st St.	South city limits <u>Jackson Ave.</u>	North city limits <u>Andrews Dr.</u>	35
<u>1st St.</u>	<u>Andrews Dr.</u>	<u>North city limits</u>	<u>45</u>
3 rd St.	Omaha Ave.	Madison Ave.	30
4 th St.	Northwestern Ave.	Phillip Ave.	30
4 th St.	Phillip Ave.	Elm Ave.	25
4 th St.	Elm Ave.	Maple Ave.	35
5 th St.	Omaha Ave.	Madison Ave.	30
6 th St.	Omaha Ave.	Madison Ave.	30
7 th St.	Omaha Ave.	Prospect Ave.	30
13 th St.	South city limits	Monroe Ave. N. <u>Airport Rd.</u>	<u>55</u>
<u>13th St.</u>	<u>N. Airport Rd.</u>	<u>Monroe Ave.</u>	<u>50</u>
13 th St.	Monroe Ave.	500 feet south of Omaha Ave.	45
13 th St.	500 feet south of Omaha Ave.	Maple Ave.	35
13 th St.	Maple Ave.	Benjamin Ave.	45
13 th St.	Benjamin Ave.	North city limits	50
18 th St.	Pasewalk Ave.	300 feet south of Imperial Rd.	30
<u>25th St.</u>	<u>South city limits</u>	<u>North Airport Rd.</u>	<u>55</u>
25 th St.	<u>Omaha Ave.</u>	<u>North city limits</u>	35
37th St.	Norfolk Ave.	City limits line between Norfolk Ave. and Benjamin Ave.	45
<u>37th St.</u>	<u>Benjamin Ave.</u>	<u>North city limits</u>	<u>40</u>

Street or area	From (Entire street if not otherwise indicated)	To	Speed (Miles per hour)
<u>37th St.</u>	<u>South city limits</u>	<u>North city limits</u>	<u>40</u>
<u>45th St.</u>	<u>South city limits</u>	<u>Omaha Ave.</u>	<u>55</u>
<u>49th St.</u>	<u>U.S. Highway 275</u>	<u>North city limits</u>	<u>45</u>
Nebraska Highway 35	Omaha Ave.	Norfolk Ave.	55
<u>Nebraska Highway 35</u>	<u>Victory Rd.</u>	<u>1500 feet east of Victory Rd.</u>	<u>45</u>
<u>Nebraska Highway 35</u>	<u>1500 feet east of Victory Rd.</u>	<u>East city limits</u>	<u>60</u>
U.S. Highway 275	1500 feet west of 13th St.	700 feet west of 20th St.	40
U.S. Highway 275	700 feet west of 20th St.	555 feet west of 25th Street	45
U.S. Highway 275	555 feet west of 25th Street	<u>West city limits</u> <u>3000 feet west of 37th St.</u>	50
<u>U.S. Highway 275</u>	<u>3000 feet west of 37th St.</u>	<u>West city limits</u>	<u>70</u>
All alleys			15
All park and recreational areas owned by the city			15

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

ORDINANCE NO. 5855

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 14-230 OF THE OFFICIAL CITY CODE TO AMEND THE DATES AND TIMES THAT PERMISSIBLE FIREWORKS MAY BE DISCHARGED; TO LIMIT THE DATES AND TIMES THAT PERMISSIBLE FIREWORKS MAY BE SOLD; 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 14-230 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 14-230. Fireworks--When sale and discharge permissible.

Permissible fireworks may be sold, discharged, exploded or used in the city on June ~~25~~ 28 through and including July 4 of each year; provided, that on such days the sale, discharge, and explosion of fireworks shall be permitted during the following times: June ~~25~~ 28 through July 3- ~~8:00 a.m. from noon~~ to 11:00 p.m.; and July 4- from 8:00 a.m. to midnight. The sale, discharge, or exploding of fireworks within the city on any dates or times other than as set forth in this section or as otherwise allowed by this article shall constitute an offense unless prior approval for the sale and/or discharge has been acquired from the city council.

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:

Josh Moenning, Mayor

Brianna Duerst, City Clerk

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

November 2023

SNOW AND ICE PLAN

CITY OF NORFOLK

STREET DIVISION

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SNOW AND ICE PLAN

December 2023

City of Norfolk

Street Division

Scope and General Instructions

The City of Norfolk, Nebraska consists of approximately 520.24 lane miles of streets. In addition to streets, we have approximately 20 miles of alleys, all of which need attention when snow removal begins. The average annual snowfall is 30 inches. The average annual salt usage from 2010 through 2021 has been 524 tons. The Central Business District is an area of top priority, the snow is windrowed and hauled away. The Emergency Snow Routes consist of approximately 75 miles of streets. They are also top priority. There are 60 + cul-de-sac areas to be plowed. Street Division personnel consist of 23 people, which include Supervisors. Approximately 24 units of equipment are used to move snow and ice. Additional reserve help in time of need comes from the Public Works, Parks and Public Safety sector.

Various agencies involved in snow fighting are as follows: The Street Manager and Street Supervisor will monitor the roads to determine when we need to activate the crews. The Police Division personnel are to notify of any streets that become impassable anytime. Fire Division requests for snow removal service are dealt with in the same manner as the Police Division. Other City Divisions are given assistance when needed.

Officials in Charge

Street Manager

- Manage day-to-day snow and ice removal operation.
- Inform news media of conditions as requested.
- Maintain close contact with Weather Service.
- Keep City Administrator informed of snow and ice removal progress and status.
- Direct administrative assistance to Street Supervisor as needed.
- Final decision on renting outside equipment.
- Coordinate assistance from other departments and divisions.
- Authorize shifts beyond normal snow removal operations.
- Responsible for initiating requests for City Administrator to call Snow Emergencies.
- Responsible for initiating request for additional funds for snow removal operations over budgeted amounts.

City Administrator

- Responsible for keeping the Mayor and City Council informed of snow and ice removal operations.
- Responsible for calling snow emergencies when required.

Police Chief

- Responsible, through delegated personnel, to keep the Street Manager informed of snow and ice conditions at time other than normal working hours.
- Authorized to remove vehicles from Declared Snow Emergency Routes.

List of Officials in charge. See Appendix Page 13.

Storm Warning & Alerting Procedure

The Street Manager shall keep in close contact with the Weather Services at times in which threatening conditions warrant a watchful eye. If information is available, the weather service has been notified each year to contact the office of the Street Manager as far in advance as possible; this enables the Street Division to be better prepared to handle the situation. If heavy snowfall occurs during the early morning hours, the Police Division is to notify the Street Manager of the conditions prevailing. Normally the Weather Services are then consulted for further details. If conditions warrant, each employee is notified by the Street Manager using an automated dispatch system with a preprogrammed message to report to the Street Division for the snow removal operation. In most cases snow operations will begin at 2:00 A.M. Every storm is different as is the timing of the storm it will be monitored closely. In the event that there is a forecast for six inches or more of snow, Depending on the timing of the storm will determine if we need to have backup drivers in to help keep snow emergencies and called in areas open. . During this time, the Street Maintenance Shop will be staffed by at least one mechanic at all times. The crew working the Central Business District is not subject to shift work and will continue to start at 2:00 A.M. so that the downtown can be cleaned up by normal business hours. Thirteen truck snowplows are dispatched to the snow emergency routes as per attached plan. There will be four loaders with snow pushers working in the Central Business District area this year for snow removal. The snow will be piled in various locations. Private contractors are contacted for hauling snow out of the Central Business District area. If blizzard conditions reach a point in which very few employees of the Street Division can get to work, the few that arrive at the shop are authorized to use city equipment to pick up other street employees at their residences in Norfolk.

Chemical & Abrasive Spreading

The Salt Dome holds approximately 1,000 cu. yds. of rock salt . We have four trucks set up with Liquid Brine, six granular units, two granular ordered and two fully equipped new trucks ordered hope to take delivery on or around January 1. All trucks with liquid brine or a granular are calibrated for the first time so we can control what is being applied according to temperatures. Four of the trucks will/or have Road Watch Temperature Sensors so they know the road temperature at all times. All trucks will have a Salt Application Rate Guideline Chart with them so they know the rate of salt to apply. A stainless steel brine machine is capable of making 6000 gallons of brine per hour. Three storage tanks hold 30,000 gallons of salt brine. One storage tank that holds 10,000 gallons of 30% Geo-Melt (Beet 55) 70% Salt Brine Mix, that will mainly be used for prewetting salt on the granular units if temperatures get to around 10 - 15 degrees may use a blend in brine units as well Salt routes vary to a degree, with critical salting locations identified throughout the city. We will try to not use salt on new streets, the biggest concern is we have three streets that are by schools so will be monitoring closely. We need to keep kids and citizens safe.

NO SALT STREETS 2023-2024

1st Street from Benjamin to Norfolk Ave.
Benjamin Riverside to 13th Street (Hwy 81)
Michigan 13th Street (Hwy *1 to 7th Street
8th Street Omaha Ave. to Michigan
Riverrun Rd. off Channel Road
Canoe Street off Channel Road
Prime Stop Way of off Omaha Ave. to Grove Street

Snow Plowing Details - Snow Routes No. 1-4

Snow plowing operations begin at 1102 South 8th Street and consist of four routes. Route Number 1 covers all areas south of Norfolk Ave. and west of 13th Street. Route Number 2 covers all areas north of Norfolk Ave. and west of 13th Street. Route Number 3 covers all areas north of Norfolk Ave. and east of 13th Street. Route Number 4 covers all areas south of Norfolk Ave. and east of 13th Street.

Snow Route Number 1 is plowed as follows: Proceed south on 7th Street to Omaha Ave., west on Omaha Ave. to 13th Street where we take two passes out of the intersection of 13th Street and Omaha Ave., north on 13th Street to Norfolk Ave., east on Norfolk Ave. to 9th Street, west on Norfolk Ave. to 13th Street, north on 13th Street to Eisenhower Ave., south on 13th Street to BelAir Rd./Roosevelt Ave. (three trucks plow Belair Rd. to Meadow Ln. and back, 4 trucks plow Roosevelt Ave. to 11th Street, to Georgia Ave. and back), All trucks go south on 13th Street to Norfolk Ave., Three trucks go west on Koenigstein Ave. to 18th Street then back to 13th Street, All trucks go from 13th Street and Norfolk Ave. west to 31st Street, the intersection at US 275 and N. 29th Street are also plowed, east on Norfolk Ave. to 13th Street, South on 13th Street to US 275, west on US 275 to 49th Street, east on US 275 to 37th Street south on 37th Street to W. Omaha Ave., north on 37th Street to US 275., Three trucks plow W. Madison Ave. and S. 40th Street, east on US 275 to 13th Street/US 81, south on US 81 to 555th Ave.(Airport Entrance), one group plows south on 555th Ave. to South Airport Rd, north on 555th Rd. to US 81, the other group plows Sherwood Rd. to S. 1st St. and back to US 81, north on US 81 to Bonita Dr., Clear Bonita Dr., north on US 81 to N Airport Rd., west on N. Airport Rd to S. 25th St., south on 25th St to S Airport Rd and back to N. Airport Rd., east on N. Airport Rd. to US 81, north on US 81 to Omaha Ave., east on Omaha Ave. to 9th Street where the trucks divide. Trucks proceed north on 9th St. to Pasewalk Ave., west on Pasewalk Ave. to 18th Street, north on 18th Street to Koenigstein Ave., (clear out Westside School) south on 18th Street to Pasewalk Ave., west/south on Pasewalk Ave./25th Street to Sara's Lake., north on 25th Street to Pasewalk Ave., continue north on 25th St. to US 275, north to Taylor Ave., east on Taylor Ave. to Pasewalk Ave. and back to 24th St., north on 24th Street to Norfolk Ave., south on 24th Street to Taylor Ave., west on Taylor Ave. to 25th St., (Cooper Dr.) south on 25th Street to Pasewalk/Michigan Ave., east on Michigan to US 275, include frontage Rd., west on Michigan to Pasewalk/25th intersection, east on Pasewalk to 20th Street, south on 20th Street to W. Omaha Ave., west on Omaha Ave. to 45th Street, east on Omaha Ave. to 37th St., south on 37th St to dead end and back, east on Omaha Ave to US 275, west on Omaha Ave. to 20th Street, north on 20th Street to Pasewalk Ave., east on Pasewalk Ave. to 18th Street, south on 18th Street/Center Dr. to 7th Street, west on Michigan Ave./Center Dr. to 18th Street, north on

18th Street to Pasewalk Ave., east on Pasewalk Ave. to 9th Street, south on 9th St to Omaha Avenue; thus ends Snow Route Number 1. Each plow then proceeds into a designated residential area.

Snow Route Number 2 is plowed as follows: Proceed south on 7th Street to Omaha Ave., west on Omaha Ave. to 13th Street where we take two passes out of the intersection of 13th Street and Omaha Ave., north on 13th Street to Norfolk Ave., east on Norfolk Ave. to 9th Street, west on Norfolk Ave. to 13th Street, north on 13th Street to Eisenhower Ave., south on 13th Street to BelAir Rd./Roosevelt Ave. (three trucks plow Belair Rd. to Meadow Ln. and back, 4 trucks plow Roosevelt Ave. to 11th Street, to Georgia Ave. and back), All trucks go south on 13th Street to Norfolk Ave. Three trucks go west on Koenigstein Ave. to 18th Street then back to 13th Street, All trucks go from 13th Street and Norfolk Ave. west to 31st Street, the intersection at US 275 and N. 29th Street are also plowed, east on Norfolk Ave. to 13th Street, South on 13th Street to US 275, west on US 275 to 49th Street, east on US 275 to 37th Street south on 37th Street to W. Omaha Ave., north on 37th Street to US 275., Three trucks plow W. Madison Ave. and S. 40th Street, east on US 275 to 13th Street (US 81), south on US 81 to 555th Ave. (Airport Entrance), one group plows south on 555th Ave. to South Airport Rd.,north on 555th Rd. to US 81, the other group plows Sherwood Rd. to S. 1st St. and back to US 81, north on US 81 to N. Airport Rd., west on N. Airport Rd to S. 25th St., south on 25th St. to S. Airport Rd. and back to N. Airport Rd., east on N. Airport Rd. to US 81, north on US 81 to Omaha Ave., east on Omaha Ave. to 9th Street where the trucks divide. Three trucks proceed to 25th Street and Norfolk Ave., north on 25th Street to Benjamin Ave., east on Benjamin Ave. to 14th Street, west on Benjamin Ave. to 25th Street, north on 25th Street to Eisenhower Ave., east on Eisenhower to 13thSt.,west on Eisenhower to 25th St., south on 25th Street to Dover Dr., west on Dover Dr./Golfview Dr. to 37th Street, east on Golfview Dr. to 30th Street, south on 30th Street to Benjamin Ave., north to Dover Dr., east on Dover Dr. to 25th Street, south on 25th Street to Benjamin Ave., west on Benjamin Ave. to Cedar Ridge Rd, back to 37th St., north on 37th Street to Eisenhower Ave., south on 37th Street to US 275, north on 37th Street to Benjamin Ave., east on Benjamin Ave. to 25th Street, south on 25th Street to Prospect Ave., west on Prospect Ave. to 28th Street, north on 28th Street to Rolling Hills Dr., south on 28th Street to Prospect Ave., east on Prospect Ave. to 27th Street, south on 27th Street to Norfolk Ave., north on 27th Street to Prospect Ave., east on Prospect Ave. to 18th Street, south on 18th Street to Norfolk Ave., north on 18th Street to Prospect Ave., east on Prospect Ave. to 13th Street, west on Prospect Ave. to 18th Street, north on 18th Street to Benjamin Ave., west on Benjamin Ave. to Hillview Dr., north on Hillview Dr. to Sheridan Dr., east on Sheridan Dr. to 13th Street, west on Sheridan Dr. to Hillview Dr., north on Hillview Dr. to Alaska Ave., south on Hillview Dr. to Benjamin Ave., east on Benjamin Ave. to 18th Street, south on 18th Street to Prospect Ave., west on Prospect Avenue to 25th Street, south on 25th

Street to Norfolk Avenue; thus ends Snow Route Number 2. Each plow then proceeds into a designated residential area.

Snow Route Number 3 is plowed as follows: Proceed south on 8th Street to Omaha Ave., east on Omaha Ave. to 1st Street, south on 1st Street to Sherwood Rd., north on 1st Street to Monroe Ave., east on Monroe Ave. to Victory Rd., north on Victory Rd to US 275, south on Victory Rd. to Monroe Ave., west on Monroe Ave. to 16th Street, east on Monroe Ave. to 1st Street, north on 1st Street to Omaha Ave., east on Omaha Ave. to Hwy 35, west on Omaha Ave. where plows clean S. Chestnut Street to Bluff Ave. and S. Pine Street/Industrial Rd. to the Post Office, west on Omaha Ave. to 1st Street, north on 1st Street to Norfolk Ave., east on Norfolk Ave./Hwy 35 to 558th Ave., west on Norfolk Ave. to Hwy 35., north on Hwy 35 to E. Benjamin Ave., south on Hwy 35 to Victory Rd., east on Norfolk Ave. to 1st St., north on 1st Street to Benjamin Ave., east on Benjamin Ave. to Victory Rd., south on Victory Rd. to Hwy 275, north on Victory Rd. to Eisenhower Ave., south on Victory Rd. to Benjamin Ave.(clear Magnet Dr.), east on Benjamin Ave. to Hwy 35, west on Benjamin Ave. to 1st Street, North on 1st Street to Eisenhower Ave., south on 1st Street to Benjamin Ave., west on Benjamin Ave. to Riverside Blvd., north on Riverside Blvd. to US 81, south on Riverside Blvd. to Benjamin Ave., west on Benjamin Ave. to 14th Street, east on Benjamin Ave. to Riverside Blvd., south on Riverside Blvd. to Walnut Ave., south on 4th Street to Braasch Ave., north on 4th Street to Walnut Ave., north on Riverside Blvd. to Benjamin Ave., east on Benjamin Ave. to 1st Street, south on 1st Street to Omaha Ave., west on Omaha Ave. to 8th Street where trucks divide. Trucks proceed west on Omaha Ave. to 13th Street, north on 13th Street to Prospect Ave. Begin plowing east on Prospect Ave. to 7th Street, south on 7th Street to Koenigstein Ave., north on 7th Street to Prospect Ave., east on Prospect Ave. to 3rd Street, west on Prospect Ave. to Queen City Blvd., north on Queen City Blvd. to Elm Ave., east on Elm Ave. to 1st Street, south on 1st Street to Klug Ave., east on Klug Ave. to Boxelder Street, (clear out Jefferson School), south on Boxelder Street to Norfolk Ave., north on Boxelder Street to Klug Ave., west on Klug Ave. to 1st Street, north on 1st Street to Elm Ave., west on Elm Ave. to 6th Street, north on 6th Street to Georgia Ave.,(clear out Senior High) east on Georgia Ave., to Riverside Blvd., south on Riverside Blvd. to Elm Ave., west on Elm Ave. to Queen City Blvd., north on Queen City Blvd. to Georgia Ave., east on Georgia Ave. to Riverside Blvd., west on Georgia Ave. to Queen City Blvd., north on Queen City Blvd. to Benjamin Ave., south on Queen City Blvd. to Georgia Ave., west on Georgia Ave. to 13th Street, East on Georgia Ave. to Queen City Blvd. south on Queen City Blvd. to Prospect Ave., west on Prospect Ave. to 13th Street; thus ends Snow Route Number 3. Each plow then proceeds into a designated residential area.

Snow Route Number 4 is plowed as follows: Proceed south on 8th Street to Omaha Ave., east on Omaha Ave. to 1st Street, south on 1st Street to Sherwood Rd., north on 1st Street to Monroe Ave., east on Monroe Ave. to Victory Rd., west on Monroe Ave. to 16th Street, east on Monroe Ave. to 1st Street, north on 1st Street to Omaha Ave., east on Omaha Ave. to Hwy 275, west on Omaha Ave. where plows clean S. Chestnut Street to Bluff Ave, and S. Pine Street/Industrial Rd. to the Post Office, west on Omaha Ave. to 1st Street, north on 1st Street to Norfolk Ave., east on Norfolk Ave. to 558th Ave., west on Norfolk Ave. to Hwy 35, north on Hwy 35 to Benjamin Ave., south on Hwy 35 to Victory Rd, east on Norfolk Ave. to 1st St., north on 1st Street to Benjamin Ave., east on Benjamin Ave. to Victory Rd., south on Victory Rd. to US 275, north on Victory Rd. to Eisenhower Ave., south on Victory Rd. to Benjamin Ave.,(clear Magnet Dr.) east on Benjamin Ave. to Hwy 35, west on Benjamin Ave. to 1st Street, north on 1st Street to Eisenhower Ave., south on 1st Street to Benjamin Ave., west on Benjamin Ave. to Riverside Blvd., north on Riverside Blvd. to Alaska Ave., south on Riverside Blvd. to Benjamin Ave., west on Benjamin Ave. to 14th Street, east on Benjamin Ave. to Riverside Blvd., south on Riverside Blvd. to Walnut Ave., south on 4th Street to Braasch Ave., north on 4th Street to Walnut Ave., north on Riverside Blvd. to Benjamin Ave., east on Benjamin Ave. to 1st Street, south on 1st Street to Omaha Ave., west on Omaha Ave. to 8th Street where trucks divide. Three trucks proceed from 8th Street and Omaha Ave. go east on Omaha Ave. to 7th Street, north on 7th Street to Pasewalk Ave., east on Pasewalk Ave. to Bluff Ave west on Pasewalk Ave. to 7th Street, north on 7th Street to Madison Ave., south on 7th Street to Pasewalk Ave., west on Pasewalk Ave. to 13th Street, east on Pasewalk Ave. to 7th Street, south on 7th Street to Omaha Avenue; thus ends Snow Route Number 4. Each plow then proceeds into a designated residential area.

Snow Plowing Details - Residential Plow Operations

The City of Norfolk plowing map is divided into 10 Sections (A thru J) consisting of 24 Areas. Some Sections have 2 Areas while others have 3 Areas. Sections A through J are assigned to specific snow removal vehicles. It is a prime objective to plow snow from streets in the residential Section on a rotation basis such that Area 1 is not always first, and Area 2 is not always last. As snow operations rotate, the sequence of areas plowed within a Section will change provided we have enough snow over a given period of time. A sequence of residential plowing is shown on Page 14. Snow Operations were assigned a number commencing with Snow Operation #1 at the beginning of the 1985 snow season. Each time we push snow in the residential areas it is considered to be a Snow Operation. As we complete a Snow Operation, the next occurrence is assigned a new number in numerical order. To begin the 2021 season, the rotation will start with Snow Operation #3. The Police Division is informed of the sequence so they can enforce the no parking ordinances in an orderly rotation. Two snowplows mounted on 4-wheel drive pickups are assigned to alleys and similar plowing situations. Cul-de-sacs are cleaned with front-end loaders after alleys in the Central Business District are completed. Some cul-de-sacs are cleared by plow trucks.

Snow Hauling

The snow from the Central Business District will be pushed and piled in different locations depending on how much snow accumulates in the areas. The snow piles will be loaded out on contracted trucks the following night starting at midnight or earlier depending on the storm and timing. Snow will be hauled to a site at 600 E. Monroe. This area will allow enough room for a normal winter's amount of snow. If more area is needed, snow will be hauled to a site selected by the Street Manager. The hauling sites are cleaned up in the spring due to debris accumulation. Private contractors will clean VPD Downtown parking lots.

Sidewalk Snow Removal

Snow must be removed from all sidewalks in the area under jurisdiction of the City of Norfolk 24 hours after cessation of precipitation. The Park Division is responsible for all sidewalks adjacent to city owned property. Contacts concerning sidewalk snow removal should be made to the Police Division. The city may have sidewalks cleaned at the property owner's expense if sidewalks are not cleaned after proper notification.

Special & Miscellaneous Assignments

Street Division or Park Division personnel clean sidewalks on bridges when time permits after the downtown cleanup has been completed. Cleaning around fire hydrants has never been completed by Street Division personnel due to the workload on other duties. Some fire hydrants are marked using a green and white sign with the legend "Fire Hydrant". They stand approximately 5' tall to be seen over drifted snow and are 3' away from the hydrant. Private driveway entrances shut by snow plowing procedures are not cleared under normal conditions by Street Division personnel.

Fuel suppliers will be reminded of our special needs during blizzards and after cleanup begins. Automotive supply houses need to make personnel available for parts procurement during times other than normal working hours. Two conditions exist when plowing residential streets. One requires the street to be opened to one lane traffic. The other requires the street be plowed from curb to curb. Present policy is as follows: If snow depths are not creating a situation in which the streets in a given area are impassable, personnel will clean each Area curb to curb in that Section. If snowdrifts make some streets impassable, personnel will open those streets to one lane traffic before cleaning curb to curb. The problems are more numerous when crews open the center lanes to all city streets and come back later and fill driveways a second or third time. Situations may exist in which operation of a piece of equipment will be on a twenty-four-hour basis. Two 12-hour shifts are planned for this event.

This plan has been used in the past and a great amount of work was accomplished. The Street Maintenance Shop will be staffed by at least one mechanic at all times.

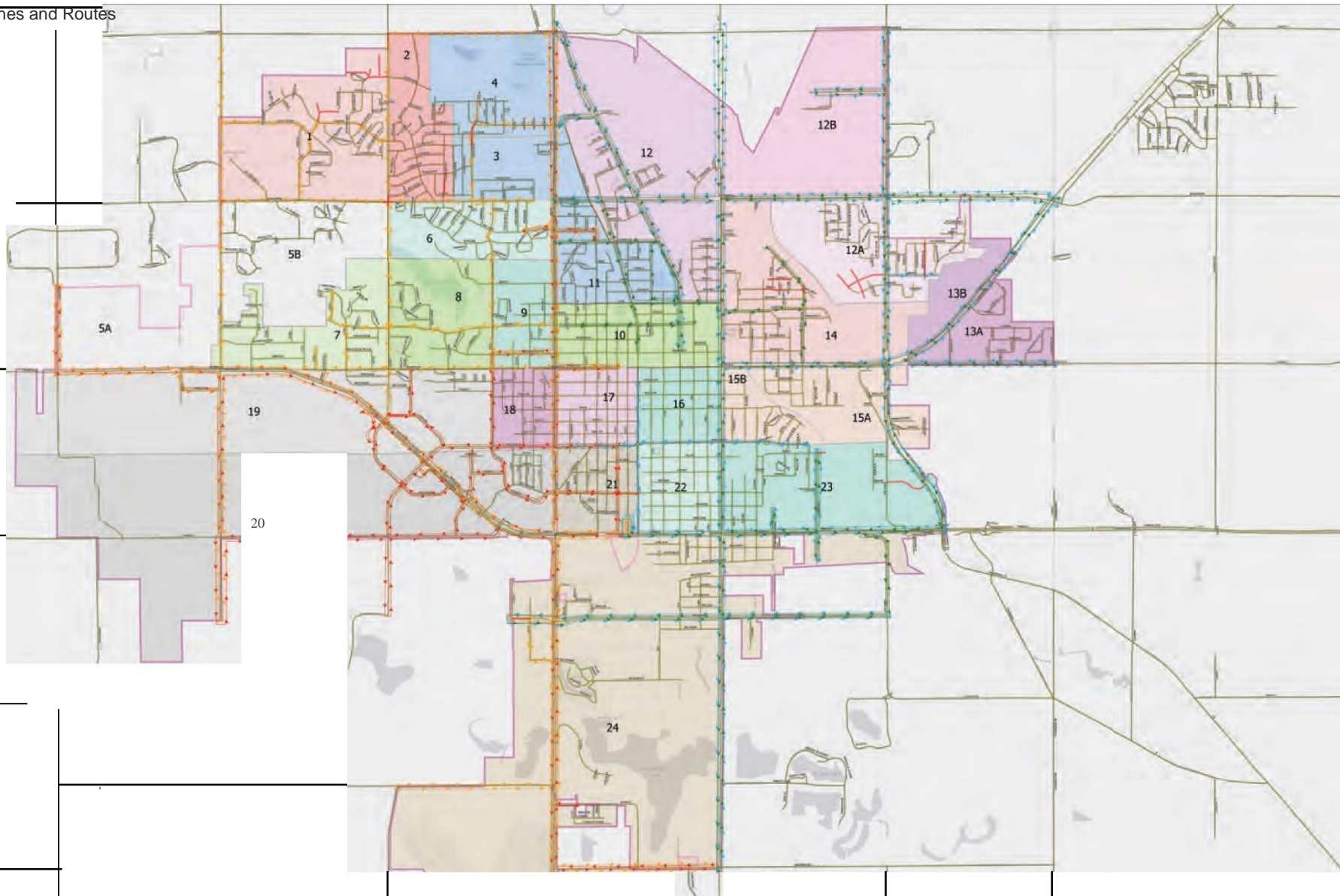
APPENDIX

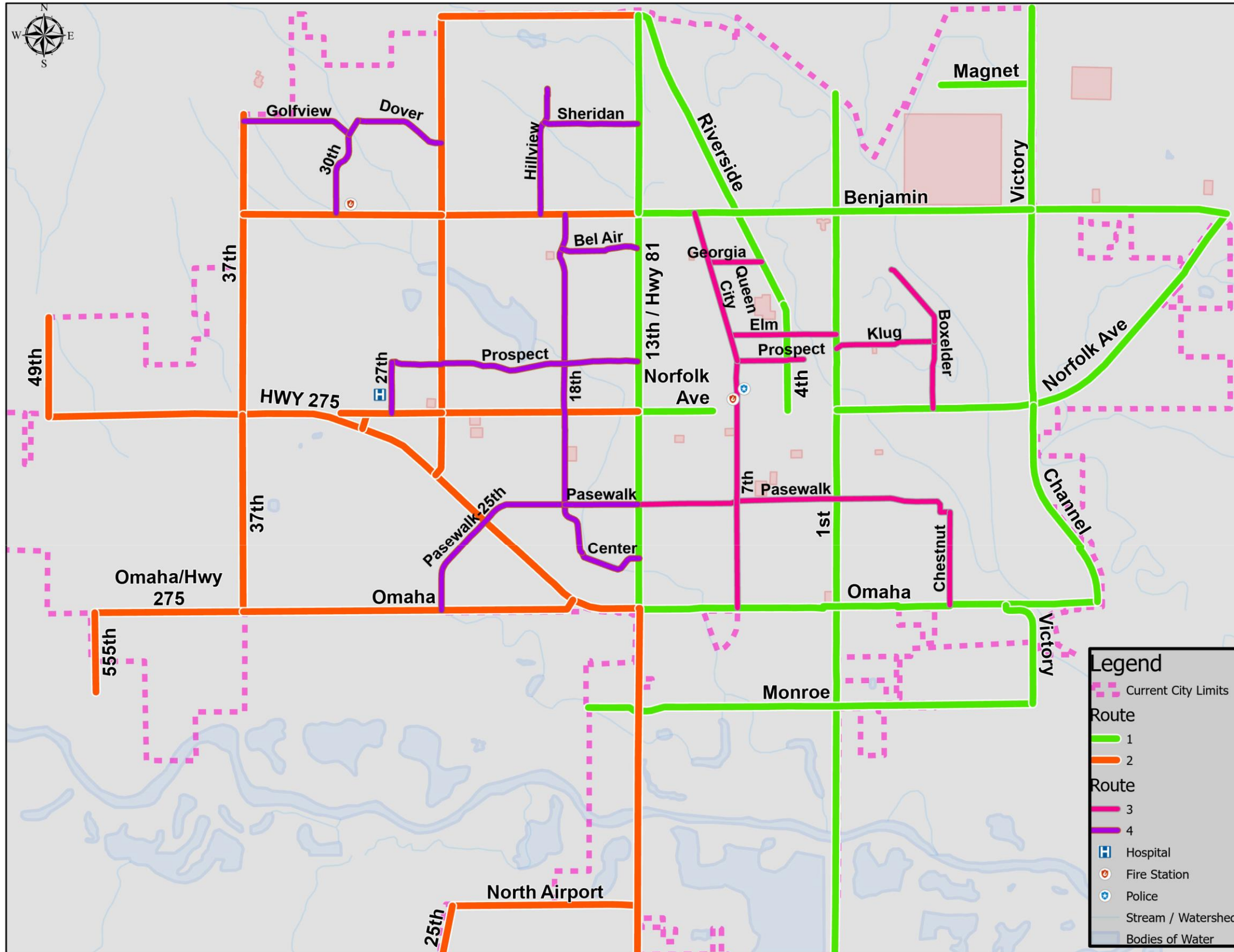
<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>HOME</u>	<u>BUSINESS</u>
Mayor	Josh Moenning			402-844-2000
City Administrator	Andrew Colvin			402-844-2000
Public Works Director	Steve Rames		605-695-0383	402-844-2000
Street Manager	Will Elwell			402-844-2180
Chief of Police	Donald Miller			402-644-8700
Fire Chief	Tim Wragge			402-844-2050
Speedway	Matt, Troy	807 E. Norfolk		402-371-3006
Norfolk Auto Supply	Juan Scott	127 S. 6th Street		402-371-1030
Advance Auto	Clint Rick Randy		402-371-7326 402-371-0342	402-379-0340
Cornhusker International	James Scott	Highway 275 East	402-750-2138 402-380-7395	402-371-1440
Courtesy Ford	Katie Blake	2005 Krenzien Dr.	402-371-0948 402-379-9503	402-371-9350
Goodyear	Chuck	203 Center Drive	402-379-1121	402-371-6026
Nebraska Machinery	Art Dan Parts-Joe	South Highway 81	402-454-2760 402-379-4641	402-379-1699 402-649-5219 402-649-2176
Bauer Built	Mike Pager	2200 South Hwy 81	402-379-4494 402-644-2474	402-379-4494
Truck Center of Norfolk Freightliner	Dale Steve	2801 S 13 th St		402-379-8669
Peterbilt	Don	2001 S 13 th St		888-610-7383
Big Country Ford	Bill	North Highway 81	402-454-2587	402-371-7610
NAPA	Jay	400 E Omaha Ave	605-661-7946	402-379-4888
Fuel Supply	Zoubek Oil	7 th & Prospect	402-371-4455	402-371-4455
Fuel Supply	Meisinger	Old Hadar Road		402-371-2525
Fuel Supply	Sapp Bros	1216 Monroe Ave		402-371-7372
Central Sand & Gravel		1900 S. 25th Street		402-371-8777
Matteo Sand & Gravel Co.		2410 N. Airport Rd.		402-371-7229
K. Porter Construction Co.	Ken, Jeff, Matt	1806 Sq Turn Blvd	402-371-6558	402-371-2900
Blackstrap, Inc. (Salt)	Ted, Angie	Neligh, NE		402-887-5651
Smith Fertilizer & Grain (Geo-Melt)	Steven	Pleasantville, IA	641-828-8500	515-848-5000
Nebraska Salt and Grain		Gothenburg, NE		800-292-4026

SEQUENCE OF RESIDENTIAL PLOW OPERATIONS

Section	Snow Op. #1	Snow Op. #2	Snow Op. #3	Snow Op. #4	Snow Op. #5	Snow Op. #6
A	1-2	2-1	1-2	2-1	1-2	2-1
B	3-4-11	4-11-3	11-3-4	3-4-11	4-11-3	11-3-4
C	5-6-9	6-5-9	9-5-6	5-6-9	6-9-5	9-5-6
D	7-8-10	8-10-7	10-7-8	7-8-10	8-10-7	10-7-8
E	14-15	15-14	14-15	15-14	14-15	15-14
F	12-13	13-12	12-13	13-12	12-13	13-12
G	19-20	20-19	19-20	20-19	19-20	20-19
H	21-24	24-21	21-24	24-21	21-24	24-21
I	16-22-23	22-23-16	23-16-22	16-22-23	22-23-16	23-16-22
J	17-18	18-17	17-18	18-17	17-18	18-17

Snow Removal Zones and Routes





Snow Operations



- ❑ Snow Operations:
520 Lane Miles of Streets & Alleys
- ❑ Emergency Snow Routes:
75 miles +

Existing Snow Operation



- ❑ Streets will be cleaned when weather permits with the timing of the storm.
- ❑ Snow removal consist of 23 street and fleet personnel
- ❑ Equipment consist of: 15 plow trucks, 4 loaders with pushers or blades, 1 loader with snow blower, 2 pickups with plows for alleys, 9 trucks salters and 5 trucks set up with brine.
- ❑ There is 30,000 gallon of brine on site, 10,000 gallon of salt brine/geo-melt blend, and have 5,000 gallon of brine loaded on trucks ahead of the storm

Snow Operation Priorities

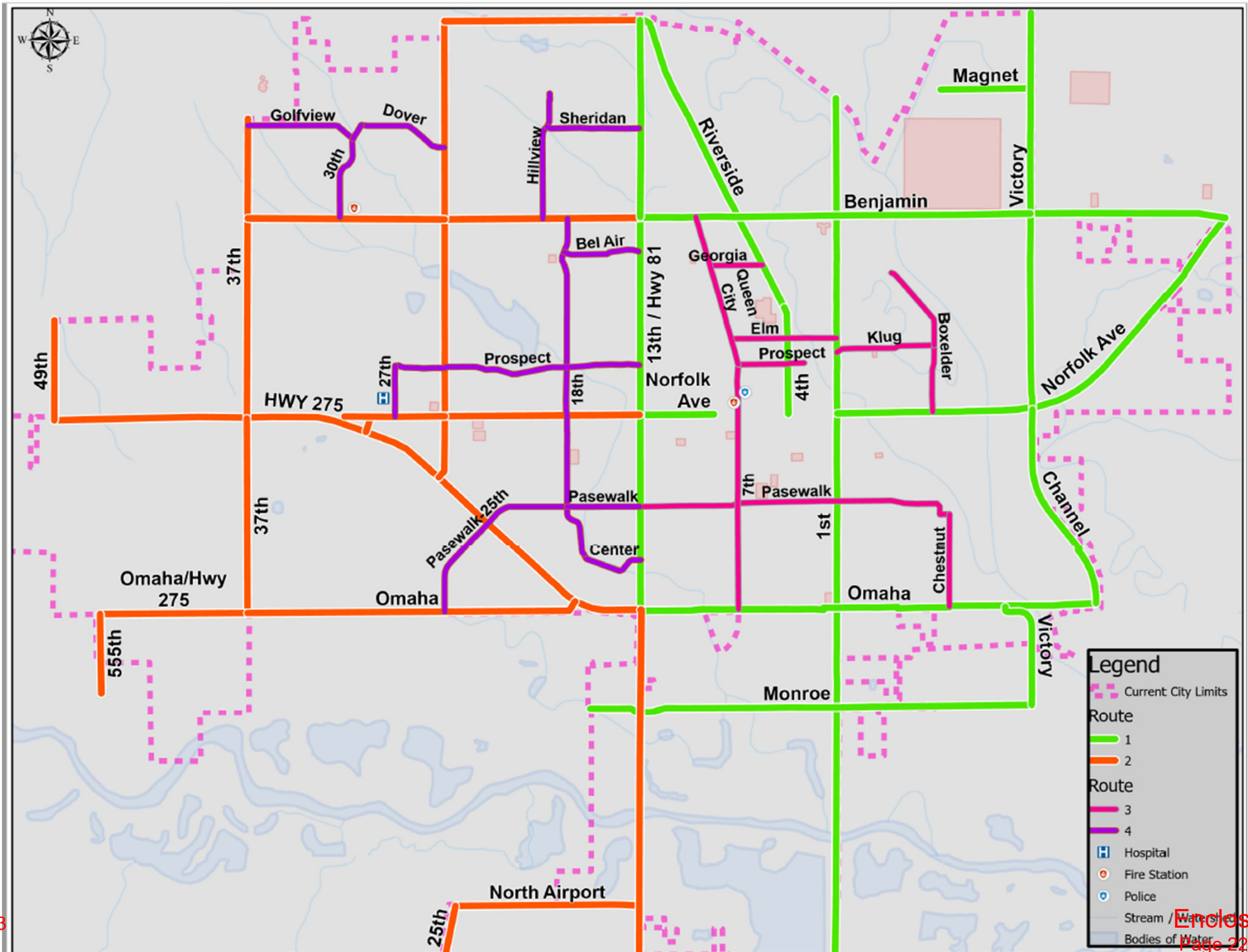
- Emergency Snow Routes
- Downtown business district

Emergency Snow Routes

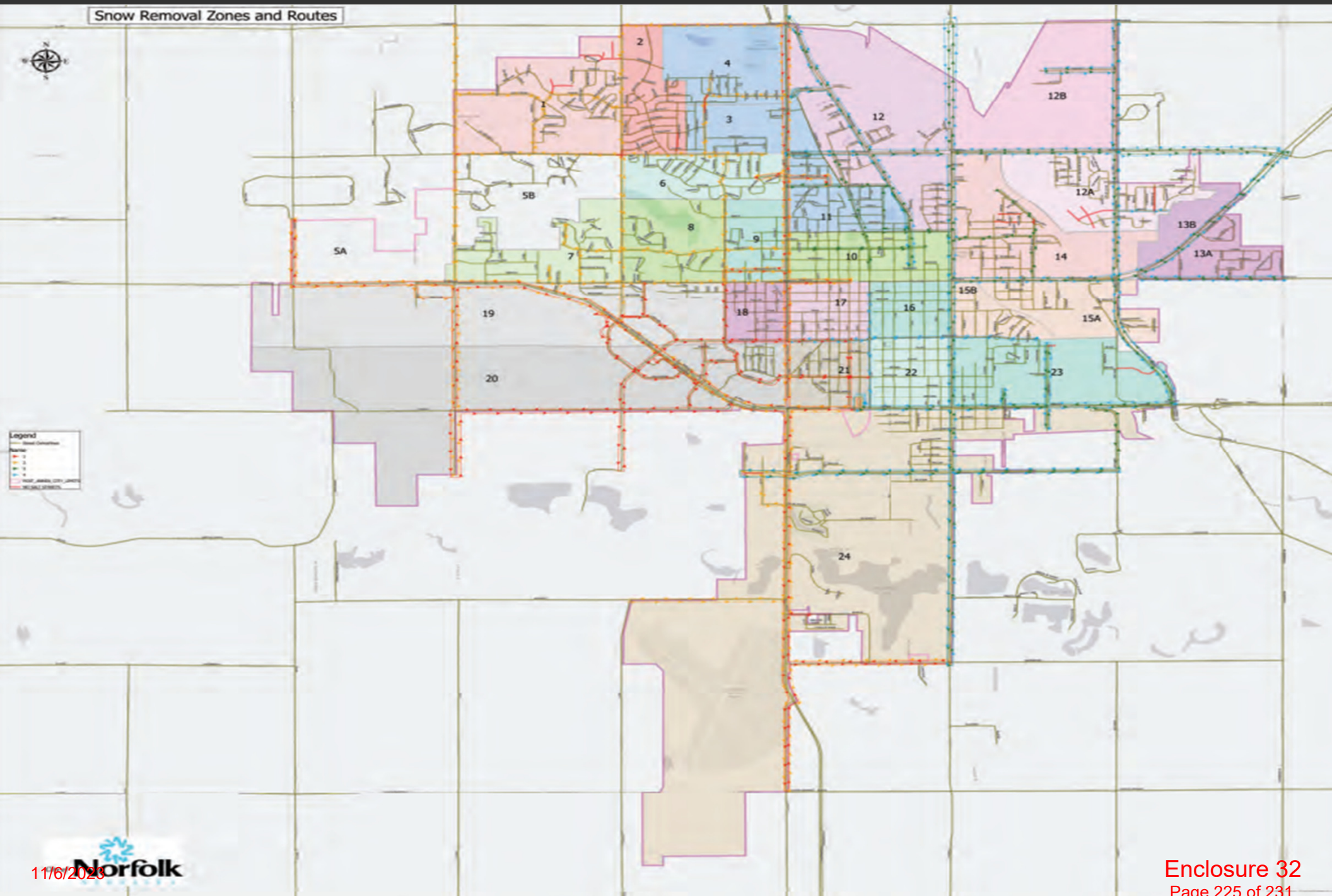


- ❑ They are the first streets that staff plows when they leave the buildings
- ❑ They are designed so the traveling public shouldn't have to travel more than six blocks to have a plowed road

Emergency Snow Routes



Emergency Snow Routes



Downtown Business District



- ❑ Plowing operations will normally start at 2:00 a.m. depending on timing of storm.
- ❑ Equipment consist of: Four loaders with snow pushers, snow is piled in various locations and hauled following night.

Snow Emergency Declaration



- ❑ Declared by City Officials
- ❑ Necessary for Public Safety
- ❑ Makes Snow Removal more Timely and Cost Efficient
- ❑ Park on Even Side of Street on any snow helps with larger equipment.
- ❑ No Parking on All Emergency Snow Routes During a Snow Emergency

Snow Emergency Notification



- ❑ Dispatch and City Crews are notified
- ❑ Emergency Text Alert, Twitter, Facebook, Local Media, Electronic Signs
- ❑ City Snow Number:
402-844-2299
- ❑ Sign up for alert on website – norfolkne.gov

Deicing Operations



- Work closely with Police Division
- Priority: Emergency Routes and Bridges
- No Salt on new streets

No Salt Streets – 2023/2024

- ❑ 1st Street from Benjamin to Norfolk Ave.
- ❑ Benjamin Riverside to 13th Street (Hwy 81)
- ❑ Michigan 13th (Hwy 81) to 7th Street
- ❑ 8th Street Omaha Ave. to Michigan
- ❑ Riverrun Rd. off of Channel Rd.
- ❑ Canoe St off of Channel Rd.
- ❑ Prime Stop Way off of Omaha Ave. to Grove Street

Enhanced Snow Operations



- **First Shift Plowing Operations:**
from 2:00 am to 3:30 pm
- **Second Shift Plowing Operations**
from 3:30 pm to 2:00 am
- **When Forecast or Snowfall is**
Over 6"
- **8 Additional Plow Operators**
- **Two Loader Operators**
- **Goal is to keep Primary and**
Snow Emergency Routes Open